



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

May 1, 2017

Safety Solutions, Inc.
Jaime Orina
Vice President
3220 Duval Road #1006
Austin, TX 78757
Jaime@safety-solutions.com

Dear Jaime:

The Austin City Council approved the execution of a contract with your company for Construction Safety Management Services for Rolling Owner Controlled Insurance Program Phase VII in accordance with the below-referenced solicitation.

Responsible Department:	Risk Management
Department Contact Person:	Leslie Milvo
Department Contact Email Address:	Leslie.Milvo@austintexas.gov
Department Contact Telephone:	(512)974-3245
Project Name:	Construction Safety Management Services for Rolling Owner Controlled Insurance Program Phase VII
Contractor Name:	Safety Solutions, Inc.
Contract Number:	MA 5800 PA170000036
Contract Period:	4/20/2017 – 4/20/2022
Dollar Amount	\$256,600.00
Extension Options:	N/A
Requisition Number:	RQM 16051700465
Solicitation Type & Number:	RFP TLF0302
Agenda Item Number:	20
Council Approval Date:	02/16/2017

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Monica L. McClure
Contract Management Specialist IV
City of Austin
Purchasing Office



City of Austin

Purchasing Office, Financial Services Department
P.O. Box 1088, Austin, TX 78767

cc: Leslie Milvo, City of Austin, Risk Management Manager
Benny VandenAvond, City of Austin, Risk Analyst

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND**

Safety Solutions, Inc. ("Contractor")

for

**Construction Safety Management Services for Rolling Owner Controlled Insurance Program
Phase VII**

Contract Number: MA 5800 PA170000036

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Safety Solutions, Inc. having offices at 3220 Duval Rd. #1006, Austin, TX 78757 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number Request for Proposal TLF0302.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City's Solicitation, Request for Proposal, TLF0302 including all documents incorporated by reference

1.1.3 Safety Solutions, Inc.'s Offer, dated June 29, 2016, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of sixty (60) months with no extension options.

1.4 Compensation. The Contractor shall be paid a total not-to-exceed amount of \$256,600 for all fees and expenses. .

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

1.6.1 RFP document, Section 0645-Performance Guarantee is deleted in its entirety and replaced by Revised Section 0645 attached hereto as Exhibit A.

- 1.6.2 RFP document, Section 0400-Supplemental Purchase Provisions, Items 3 and 4, Payment Bond and Performance Bond is revised to reflect Payment and Performance Bonds shall be provided in the amount of \$50,000 within 14 calendar days after contract execution.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

SAFETY SOLUTIONS, INC.

CITY OF AUSTIN

Jaime Orina

Printed Name of Authorized Person

Jaime Orina
Signature

Owner

Title:

4-19-2017

Date:

Monica McClure

Printed Name of Authorized Person

Monica McClure
Signature

Contract Mgmt Specialist IV
Title:

April 20, 2017

Date:

Exhibit A - Section 0645-Revised Performance Guarantees
Exhibit B - City's Non-Discrimination Certification
Exhibit C - City's Non-Suspension or Debarment Certification

EXHIBIT A
CONSTRUCTION SAFETY MANAGEMENT SERVICES FOR ROCIP VII
SECTION 0645: REVISED PERFORMANCE GUARANTEES

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE	LIQUIDATED DAMAGE	AGREE YES/NO
1	Review and Update ROCIP Safety Manual	Review of City construction safety contract bid documents to ensure safety provisions are updated within 1 week of receipt for review.	10% of First Year Annual Fee City will have significant cost impact and liability should construction bid documents not reflect updated safety provisions provided to contractors.	
2	Attendance at Pre-con Meetings	Construction Safety Manager (CSM) representative shall be present at 100% of Pre-Con meetings for those projects where the required Safety Submittals have not been received by the CSM already. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	\$500 per missed meeting City will have cost impact if Construction Safety Manager is not at meetings to explain and describe the safety program and its operation.	
3	Monthly Safety Reports provided within 2 business days prior to the monthly meeting.	100% of Monthly Safety Reports are electronically submitted to the City at least two (2) business days prior to Program Status Meetings. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	*\$500 per incident City will have cost impact if Construction Safety Manager does not provide timely reports.	
4	Monthly Site Visits	100% of active ROCIP construction sites are visited at least one time per month. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	\$1,000 per incident City will have cost impact if Construction Safety Manager does not visit 100% of active ROCIP construction sites.	

EXHIBIT B
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.


Dated this 19 day of April, 2017

CONTRACTOR	<u>Safety Solutions, Inc.</u>
Authorized Signature	<u><i>Jaime Orina</i></u>
Title	<u>Owner</u>

EXHIBIT C
Non-Suspension or Debarment Certification

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Contractor hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State or City of Austin Contracts.



Signature of Officer or Authorized Rep. & Date
Printed Name: Jaime Orina
Title: Owner
Safety Solutions, Inc.



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP 5800 TLF0302

DATE ISSUED: June 20, 2016

REQUISITION NO.: 16051700465

COMMODITY CODE: 91893CS

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSONS:**

Tracy Franklin
Corporate Contract Administrator

Phone: (512) 974-2034

E-Mail: tracy.franklin@austintexas.gov

Sandy Brandt
Senior Buyer Specialist

Phone: (512) 974-1783

E-Mail: sandy.brandt@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Construction Safety
Management Services for Rolling Controlled Insurance Program
Phase VII

PRE-PROPOSAL CONFERENCE TIME AND DATE: Friday
June 24, 2016 at 1:00pm CST.

LOCATION: Municipal Building, 124 West 8th Street, Conference
Room 330.1, Austin, Texas 78701

PROPOSAL DUE PRIOR TO: Thursday, July 21, 2016 at 2:00pm
CST.

PROPOSAL CLOSING TIME AND DATE: Thursday, July 21,
2016 at 2:00pm CST.

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION CLOSING ONLINE: For RFPs, only the
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,
please select this link:

<http://www.austintexas.gov/departments/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:**

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # TLF0302	Purchasing Office-Response Enclosed for Solicitation # TLF0302
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL, 4 HARD COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE
*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	7
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	6
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0645	PERFORMANCE GUARANTEES – Complete and return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION – Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
	Attachment 1: ROCIP VII Projects Identified for Inclusion on the Program	2
	Attachment 2: ROCIP IV, V, VI Project Schedules	3
	Attachment 3: ROCIP Disciplinary Policy	7
	Attachment 4: Construction Safety Management References – Complete and return	1
	Attachment 5: Fee Proposal – Complete and return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

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- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than five business days prior to the proposal due date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

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- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - iv. **Professional Liability Insurance:** The Contractor shall provide at a minimum limit of \$5,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **PAYMENT BOND:**

- A. The Contractor shall provide a Payment Bond in an amount of \$75,000 within 14 calendar days after contract execution. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.

4. **PERFORMANCE BOND:**

- A. The Contractor shall provide a Performance Bond in an amount of \$75,000 within 14 calendar days after contract execution. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding

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\$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

- B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

5. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 60 months and with no extension options.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

THIS IS A 60 MONTH CONTRACT

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Human Resources – Risk Management
Attn:	Accounts Payable
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. **LIQUIDATED DAMAGES:** The Contractor agrees that the harm and damages likely to result from missed performance measures as detailed in Section 0645 of the RFP is difficult to estimate at the time of this agreement. The parties intend that Contractor's payment of Liquidated Damages would serve to compensate the City for any breach by Contractor under this section, and do not intend for it to serve as a penalty for any breach by Contractor. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sums for each Performance Measure missed as indicated in Section 0645 of the RFP.

8. **LIVING WAGES:**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

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- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

9. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

10. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or

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consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
 - C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
 - D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.
38. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Leslie Milvo, Risk Manager

(512) 974-3245

leslie.milvo@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

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SCOPE OF WORK (RFP)
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SECTION 0500**

**Construction Safety Management Services for
Rolling Owner Controlled Insurance Program Phase VII**

SCOPE OF WORK

1. PURPOSE

The City of Austin ("City") seeks proposals from firms ("Proposers") who are experienced and qualified in providing construction safety management services for a large Rolling Owner Controlled Insurance Program ("ROCIP").

Construction safety management services to be provided under this agreement shall include, but not be limited to: assessing the City's safety program requirements; evaluating and approving Contractors' safety programs and safety personnel; conducting site visit safety inspections; tracking and reporting site visit safety inspection findings and reportable incidents; and general construction safety consultation services.

One successful Proposer (the "Construction Safety Manager") will be selected to provide the services outlined in this Request for Proposal ("RFP").

The construction safety management services will commence with the rollout of the City's new Rolling Owner Controlled Insurance Program ("ROCIP VII"). ROCIP VII is expected to begin in late spring or early summer of 2017 and will last for a period of five years.

ROCIP VII shall serve three distinct goals for the City:

1. Generate cost savings from reduced insurance costs;
2. Promote safety for contractors working on City ROCIP construction projects;
3. Remove insurance barriers for small and minority contractors.

Several variables will impact overall ROCIP VII cost savings, including, but not limited to: inadequate construction values, lack of voter authorization for the issuance and sale of bonds, construction project delays, ROCIP Administrator fees, ROCIP Construction Safety Management fees, and internal City Administration expenses associated with ROCIP VII.

The City determines savings using the following formula:

Traditional Contractor Cost for Workers' Compensation & General Liability coverage (non ROCIP)
Minus ROCIP Insurance Premium and Expected Limited Incurred Loss Costs
Minus ROCIP Administrator Fees
Minus ROCIP Construction Safety Management Fees
Minus Internal City Administrative Expenses
= Net Cost Savings (Cost Avoidance)

If the City determines that potential net cost savings are insufficient to warrant a viable ROCIP VII program, then the City shall exercise its right to cancel this RFP and will not move forward with a ROCIP VII program.

3. ROCIP BACKGROUND

Since 1990, the City has issued numerous solicitations for single Owner Controlled and ROCIP administration and construction safety management services. With each phase of the program, the City has partnered with its Administrator and Construction Safety Manager to improve and refine its processes and procedures, and to continuously educate key City personnel in construction management and

procurement about the program's requirements and benefits. An overview of historic programs is provided below:

Convention Center OCIP (1990-1993)

Administrator: Hobbs Group
Carrier: St. Paul
Rating Basis: Payroll
Construction Value: \$42 Million

ROCIP I (1992 – 1996)

Administrator: Hobbs Group
Carrier: St. Paul
Rating Basis: Payroll
Construction Value: \$47 Million
Total Projects Enrolled: 41

Austin-Bergstrom International Airport OCIP (1994 – 1998)

Administrator: Marsh Mac
Carrier: St. Paul
Rating Basis: Payroll
Construction Value: \$392 Million

ROCIP II (1997 – 2001)

Administrator: Hobbs Group/HRH
Carrier: St. Paul
Rating Basis: Payroll
Construction Value: \$235 Million
Total Projects Enrolled: 90

ROCIP III (2003 – 2008)

Administrator: Wortham
Carrier: Zurich
Rating Basis: Payroll
Construction Value: \$201 Million
Total Projects Enrolled: 20

COA ROCIP PROGRAM HISTORICAL DATA AS OF 4.30.2016

	ROCIP IV 2006 - 2011	ROCIP V 2010 - 2017	ROCIP VI* 2013 – 2018
CONSTRUCTION VALUE	\$274 M	\$770 M	\$391 M
# OF PROJECTS	51	49	10
# OF ENROLLED CONTRACTORS	667	1,359	165
PAYROLL AS A % OF CV	14.1%	17.4%	17.5%
ADMINISTRATOR	Wortham	Aon	Marsh
CARRIER	Zurich	Liberty Mutual	Liberty Mutual
SAFETY MGMT VENDOR	Safety Solutions	Safety Solutions	Safety Solutions

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EXCESS LIMITS	\$8 M	\$100 M	\$50 M
EXTENSIONS TO PROGRAM DATES	No	Yes, 2 one-year extensions	Not anticipated
LOST TIME INJURY RATE	.63	0.19	.33
TOTAL RECORDABLE CASE RATE	1.89	2.86	2.28
PREMIUM BASIS	Payroll	CV	CV
PREMIUM/LOSSES AND VENDOR FEES (as of 4/30/16)	Premium = \$2,295,219 Ltd losses = \$400,247 Admin fees = \$584,000	Premium = \$4,920,448 Ltd losses = \$2,166,778 Admin fees = \$1,249,364	Premium = \$2,538,858 Ltd losses = \$331,757 Admin fees = \$875,000
AMOUNT CURRENTLY IN LOSS FUND/ESCROW	\$0	Escrow \$1.25 M	Escrow \$1.25 M

4. ROCIP VII PROGRAM INFORMATION

4.1 Program Launch

The City plans to coincide the launch of ROCIP VII with a foundation project, the Austin Bergstrom International Airport Parking Garage & Administrative Offices. This project's estimated construction value is \$120 Million and construction is planned to start in late spring or early summer of 2017.

4.2 Construction Safety Management Services

The City will procure Construction Safety Management services separately from ROCIP VII Administrator services in order to promote competition and to assure better control over the delivery of the components of the ROCIP Safety program.

4.3. ROCIP VII Eligible Capital Improvement Project Parameters

The City has conducted an analysis of future capital improvement projects anticipated over the next five (5) years. Refer to ***Attachment 1*** for a list of future anticipated projects identified as possible ROCIP VII candidates.

This list of ROCIP VII candidate projects is not all inclusive and instead provides basic information about the type, size, and scope of construction projects likely to participate in ROCIP VII. The list of ROCIP VII candidate projects is subject to change. Whether or not a City project actually moves forward to the construction phase depends upon many factors, including but not limited to: obtaining access to easements, market capacity, bonding approvals, projected project costs, community feedback, and costs and availability of construction materials. Most likely, some projects on this list will never be included in the ROCIP VII program and new, unforeseen projects will be included in the program.

Parameters for Capital Improvement Projects to be included in ROCIP VII are as follows:

- a. Project Construction costs are \$2,000,000 or greater;
- b. Project is Labor Intensive;
- c. Project is Site specific.

Construction projects with these characteristics will NOT be included in ROCIP VII:

- a. Hazardous waste abatement or remediation as a primary scope of work;
- b. Electric utility substations;
- c. Sidewalk or street overlay as a primary scope of work.

4.4. Construction Contract Documents

The City's construction Contract documents can be viewed online at: <http://www.austintexas.gov/page/bid-docs>. Current ROCIP VI documentation, safety and insurance requirement language are under "Bidding Requirements, Contract Forms and Conditions of the Contract" Sections 00410, 00425A, 00425B, and 00810, as well as under "Special Provisions to City Standard Specifications" Vol.4, and "ROCIP INFORMATION".

4.5 Ongoing ROCIP VI

The ROCIP VII program will be implemented **before** ROCIP VI has expired. This RFP is wholly separate and distinct from the ongoing ROCIP VI program and the construction safety management services requested herein do not have any connection to the ROCIP VI program.

5. **ROCIP VII INTRODUCTION AND CITY SAFETY STAFFING**

The contracts for both Construction Safety Management and Administrator shall include services to all projects included in the ROCIP VII program regardless of the structure of the insurance. Services are expected to commence upon successful execution of the contract and when the foundation project begins.

The City employs a full time ROCIP Construction Safety Consultant who is dedicated to ROCIP programs. This employee provides safety orientation training, construction safety inspection services and works closely with the Construction Safety Manager to ensure a well-coordinated and effective safety program for all ROCIP projects.

The City also has Construction Inspectors that oversee the construction of all projects and the project is built in accordance with the plans and specifications. They provide additional safety oversight for the City.

6. **SCOPE OF SERVICES** The Construction Safety Manager shall complete the following activities:

6.1 **General Construction Safety Management Services:** Services shall include, but not be limited to the following:

- 6.1.1 Review and update the construction safety provisions contained within the **ROCIP Safety Manual** in order to ensure conformance with new or recently revised Occupational Safety and Health Administration ("OSHA") guidelines or industry standards and in order to add specific construction related provisions beneficial to a specific type of construction exposure not currently addressed in the Manual. The ROCIP Safety Manual can be viewed on line at <http://www.austintexas.gov/page/bid-docs> under "Special Provisions to City Standard Specifications" Vol.4. The ROCIP Safety Manual has been recently updated and the City does not anticipate many changes to the manual. However, changes may be implemented when necessary during the CSM contract term. No change to any other sections of the contract documents by the CSM is anticipated.
- 6.1.2 Develop a comprehensive safety assessment and evaluation plan, including outlining tools and methodology to be used, to evaluate the adequacy of General Contractors' safety programs for each project included in ROCIP VII.
- 6.1.3 Provide additional site safety personnel when necessary and specifically plan for coverage during peak periods of construction activity. This personnel would be in addition to the City's full-time ROCIP Construction Safety Consultant. The City is not requesting safety services from the Administrator.
- 6.1.4 Attend ROCIP VII Program Status Meetings every month during initial and peak program periods and as requested during program phase-out. These status meetings can be conducted by phone unless Construction Safety Manager personnel are required in person by the City.

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- 6.1.5 Attend Quarterly ROCIP VII Claim Review Meetings and other meetings necessary for the successful operation of the ROCIP program. Claim review meetings may be held by teleconference with insurance carrier adjusters.
- 6.1.6 Develop, coordinate and manage the schedule of site visits utilizing Construction Safety Manager's staff, the City's full time Construction Safety Consultant and the Carrier's site safety personnel. This will be an ongoing and changing schedule based upon conditions at each construction site and the number of projects under construction at any given time.
- 6.1.7 Provide hard hat stickers for contractor personnel who have completed the ROCIP Orientation Class for ROCIP VII. This shall be a pass through cost and the City shall be charged the Construction Safety Manager's cost to purchase the stickers.
- 6.1.8 Annually assess the ROCIP Orientation Class that is conducted by the City's ROCIP Construction Safety Consultant and provide written recommendations for changes or additions to class materials.
- 6.1.9 Be available to coordinate and participate with the City and Administrator in providing presentations that include construction safety for contractors, project managers and inspectors as requested.

6.2 Construction Safety Management Services specific to Each ROCIP VII Construction Project:
Services shall include, but not be limited to the following:

- 6.2.1 Assess the adequacy of the General Contractor's safety program using the comprehensive safety assessment and evaluation plan that have been developed.
 - 6.2.1.1 Provide a written report to the Project Manager, the City's ROCIP Construction Safety Consultant, and the General Contractor outlining the Construction Safety Manager's key findings during his assessment and evaluation of the General Contractor's safety program, including recommendations to correct any deficiencies identified.
 - 6.2.1.2 Consult with General Contractor's safety personnel to share initial assessment findings and discuss ways to address any deficiencies found in the safety program assessment. Develop action plans and timelines for correction of deficiencies and follow-up at key milestones to ensure the General Contractor has completed the required actions to address the situation. If deficiencies have not been addressed the Construction Safety Manager must contact the Project Manager and recommend that construction be postponed until deficiencies have been satisfactorily addressed.
- 6.2.2 For alternative delivery methods other than low bid, such as Design-Build and Construction Manager at Risk, attend meetings of the evaluation team as identified by the City and provide an evaluation of the safety programs of the finalists. Historically, the average number of projects using an alternative delivery method is at two projects per year. Your costs for these services shall be specified in the cost proposal.
- 6.2.3 Attend all Pre-Construction meetings to discuss the ROCIP Safety Manual and any additional safety related requirements specific to the project. Present job site specific safety requirements for upcoming construction schedules and critical activities, as necessary.
- 6.2.4 Collect OSHA 300 Logs or equivalent information (Form 5a1) every month from the General Contractor for all contractors working on each ROCIP VII project and collect contractors' work hours from the Administrator for comparison purposes. This information shall be compiled for all contractors working on each project (see Reports and Records, Section 6.3.). Comparisons with the Administrator's payroll information received shall be conducted every few months to ensure close reconciliation of payroll.
- 6.2.5 Meet with the General Contractors as necessary to review safety violations, incidents/accidents and training deficiencies. Develop action plans and timelines for correction of deficiencies and follow-up to ensure that each General Contractor has completed the required actions.

- 6.2.6 Conduct at least one site visit per month on each active ROCIP VII project to maintain firsthand knowledge of the construction activities and safety measures being implemented by each General Contractor. Additional site visits may be necessary for special circumstances or problematic situations.
- 6.2.7 Conduct safety personnel interviews and review applications/resumes submitted by General Contractors utilizing the guidelines set forth in the ROCIP Safety Manual. Communicate interview and application review findings to each General Contractor, clarifying any challenges or concerns identified.
- 6.2.8 Immediately contact the Project Manager and other necessary personnel in the event work is stopped due to safety violations. **Refer to Attachment 3, ROCIP Disciplinary Policy** for current program disciplinary guidelines.
- 6.2.9 Provide feedback to Project Managers and inspectors on safety related concerns and activities.

6.3. Reports & Records: The City tracks performance of ROCIP VII as a City program. Construction Safety Manager shall have the capability to capture and provide essential data used to evaluate the success of the program.

- 6.3.1. Create, update, and maintain a ROCIP Injury Report in a form specified by the City indicating data by project for both the current month and fiscal year to date. Information shall include, but not be limited to:

- ☐ # of Work Hours,
- ☐ # of Lost Workday Cases,
- ☐ # of Workdays Lost,
- ☐ Lost Time Injury Rate,
- ☐ Total Recordable Case Rate

Calculations of the Lost Time Injury Rate and the Total Recordable Case Rate based upon OSHA industry standard formulas shall be included. The Lost Time Injury Rate shall be compared to the national average Lost Time Injury Rate for heavy construction. This report shall be updated monthly and provided at monthly service meetings with the City.

- 6.3.2. Additional reports may be requested as deemed necessary by the City.
- 6.3.3. Make all contractor safety files available to the City for audit purposes, as requested.
- 6.3.4. Store and maintain all paper records and documents associated with construction safety management services for ROCIP VII for a period of five years after the completion of the last construction project. The Construction Safety Manager shall also back-up all data contained on any proprietary database and make these records available to the City upon contract completion in a non-proprietary format (Excel, Word, Access, etc.) such that further or future analysis is possible without reconfiguration or reentry of the data.
- 6.3.5. Assist the City with compliance of the Records Retention Act by maintaining records as outlined above and making all program files available to the City as requested for audit and other purposes.

6.4. Special Provisions: Services will include, but not be limited to the following:

- 6.4.1. Commit that the named principal and other key personnel responsible for the program will not be removed from the account by the Construction Safety Manager without prior approval of the City. Replacement of key personnel is subject to approval by the City's Risk Manager.
- 6.4.2. Perform as an agent of the City, including issues relating to confidentiality.

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7. GENERAL INFORMATION:

- 7.1.1. For general information regarding City construction projects and to view all construction contracts that are currently out for bid, go to the Capital Contracting Office website:
<http://www.austintexas.gov/department/capital-contracting>
- 7.1.2. General Contractors are not contractually required to have a written safety program. Currently, the Construction Safety Manager requests a copy of a written safety plan from each General Contractor. Sometimes the Construction Safety Manager receives documentation the General Contractor found on the internet and information appears to have been put together to fulfill the request but the contractor has never applied the concepts in the document. The Construction Safety Manager is not expected to develop written safety programs for the General Contractors.
- 7.3 If a General Contractor has a written safety program, the City's construction contract requires the more stringent of the safety manuals (Contractor's or ROCIP Safety Manual) to apply to the project.

8. LIST OF ATTACHMENTS:

Attachment 1: ROCIP VII Projects Identified for Inclusion on the Program
Attachment 2: ROCIP IV, V, VI Project Schedules
Attachment 3: ROCIP Disciplinary Policy
Attachment 4: Construction Safety Management References
Attachment 5: Fee Proposal

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If you are selected to provide the City's Construction Safety Management Services, your response to the RFP will be incorporated into the resulting contract.

PROPOSAL FORMAT

ALL PROPOSERS SUBMITTING A PROPOSAL MUST PROVIDE, IN DETAIL, THE INFORMATION REQUESTED BELOW IN THE ORDER PRESENTED.

1. EXECUTIVE SUMMARY

Provide an Executive Summary of two pages or less, which gives your firm's qualifications in brief, concise terms and a brief summation of the proposal. The Executive Summary should also indicate if any services are being provided by subcontractors. If so, subcontractors should be introduced and the scope of subcontractor services being provided should be explained.

2. ORGANIZATIONAL BACKGROUND AND OVERVIEW

- a. Indicate the name, physical address, telephone number, and email address of the person authorized to negotiate contract terms and render binding decisions in contract matters.
- b. State the legal name and address of your organization and identify your parent company if you are a subsidiary. Include your main businesses, number of offices and locations. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which you are incorporated or licensed to operate.
- c. Specify the branch office or other subordinate element which will perform, or assist in performing, the Scope of Services. Provide details on the number of years in business, number of employees, and annual revenues volume.
- d. Provide a copy of your firm's most recent financial statement. If this is unavailable, submit sufficient information indicating the financial status of your organization.

3. PROPOSER EXPERIENCE, SERVICES, AND PROGRAM MANAGEMENT :

- a. Submit evidence of your firm's experience in providing construction safety management services for other entities with large public utility or building construction projects comparable to the City's. Complete ***Attachment 4, Construction Safety Management References***. Highlight any OCIPs or ROCIPs involving governmental entities. Preference will be given to firms with applicable similar experience.
- b. Provide summary resumes proposed key personnel that will be directly responsible for working on the City's ROCIP program. Specify the exact roles and duties each of these people will provide for the program, their experience providing services of a type and scope similar to the Section 0500 Scope of Work, and number of years of employment with the Proposer.
- c. Explain the roles, responsibilities or functions of all subcontractors, if any, who will be participating with your firm on this account and provide summary resumes for proposed key subcontractor personnel.
- d. Based upon the project information provided in ***Attachment 1 ROCIP VII Project Identification*** explain your methodology of coordinating efforts of subcontractors (if any), the Administrator, the City, and all insurance carrier personnel to monitor the projects in this program. This should include the sharing of information and practices used to monitor problem areas including, but not limited to the reported hours worked and the enrollment of subs.

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- e. Provide a general explanation and chart which specifies program leadership and reporting responsibilities interfaced with City program management and team personnel. If the use of subcontractors is proposed, identify their placement in the primary management structure and provide internal management description for each contractor.
- f. Provide a summary of your basic approach to General Contractors regarding the implementation of a safety program.
- g. The City has had as many as 37 projects under construction at one time. Describe the methodology you would use to leverage resources in the management of this program.
- h. Describe any difficulties Proposer anticipates in performing its duties under Section 0500, Scope of Work and how the Proposer plans to manage these difficulties.

4. CONSTRUCTION SAFETY MANAGEMENT CONCEPT AND SOLUTION:

- a. Discuss how owners or General Contractors can best structure their construction safety programs in order to create an effective, seamless safety system that establishes accountability and emphasizes worker safety.
- b. Describe the key program elements you include in your safety program assessment when assessing a General Contractor's safety program. Explain why these elements were selected and their importance in the operation of a successful construction safety management program.
- c. With regard to the program elements that were identified above, explain the methodology used in evaluating each element and provide samples of any information gathering instruments used in the evaluation of each element of the program.
- d. Indicate a timeline for completion of an assessment of a General Contractor's safety program. List and explain the program elements, if any, which can be evaluated before construction operations have begun.
- e. With regard to the program elements that were identified above, describe the type of scoring system your firm would utilize for each element so that areas of deficiency can be identified.
- f. The industry tends to focus on lagging indicators due to the necessity of creating statistics and trends. However, to ensure a safe work place it is also important to review leading indicators in an effort to avoid claims. Identify the leading indicators you recommend using for this program and explain how you would encourage the contracting community to implement a program using these indicators in their daily operations.
- g. List the special provisions, if any, you would recommend to address the current national safety concerns related to crane and scaffolding operations.
- h. If your firm is selected to provide the services described in this RFP, you will be expected to negotiate specific Performance Guarantees with the City. After review of **Section 0645: Performance Guarantees** of this RFP, provide comments concerning the proposed Performance Guarantees. If you have alternate measures your firm would like to propose, describe those alternative performance measures that are representative of successful results for work performed and for which your firm is willing to negotiate and be held accountable.

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- i. Outline in detail all proposed contract provisions that your firm has exceptions to. Provide a rationale for the objected provisions and to what extent these can be negotiated. Note if these items have successfully been negotiated with the City in past contracts.

5. STATISTICAL REPORTING AND COMPUTING CAPABILITY:

- a. The Construction Safety Manager is required to prepare a monthly ROCIP Injury Report for the City. Attach a sample copy of a similar type report prepared by your firm for a client.
- b. For each of the following, illustrate the formula associated with the rate and explain whether or not the statistical indicator is an important one in analyzing injury and accident data: 1) Lost Time Injury Rate 2) Total Recordable Case Rate. Identify other safety statistics that may be better safety indicators on construction sites and state whether or not you would recommend benchmarking this data.
- c. Describe the automated data collection capabilities available at your firm. Provide detail with regard to the exact types of safety statistical information your system can track. Provide an example of the tracking capabilities of your system and samples of standard reports which can be provided by your current system. State whether this system/data be accessed directly by the City.

6. CONSTRUCTION SAFETY MANAGER COST PROPOSAL

- a. Proposers must provide the best possible pricing structure for the services as described in the Section 0500 Scope of Work outlined in this RFP. In the past, the pricing structure was based upon total hours at a cost per hour to arrive at the total "not to exceed" fixed fee cost. The City anticipates a fee model such as a minimum cost per year based upon a designated minimum construction value with charges incurred over the minimum at a rate per million in construction or a rate per thousand of payroll or a rate per construction project. The City will consider any payment model that you want us to review.
- b. A "not to exceed" fixed fee is required for the Section 0500 Scope of Work outlined in this RFP. Payment is anticipated to be made no more than monthly and your proposed fees must be supported with sufficient information to allow the City to evaluate whether the total cost is reasonable. Fees should be indicated on an annual basis for the anticipated five year contract term and \$400 Million in construction with an estimated 27 construction projects participating in the program.
- c. The City funds the payment of the Construction Safety Manager by charging each construction project a certain percentage of its construction value when it is being enrolled in the program. There are periods of time when new construction projects are not being enrolled in the program, but Construction Safety Manager Fees continued to be billed when day to day Construction Safety Manager operational work is at a minimum. This places a burden upon the City to 'borrow' money from enterprise funds until ROCIP funds are available. Given this information, propose payment terms to help resolve this situation and describe those terms fully within the cost proposal section of your response.
- d. Indicate any discretionary services outlined in your proposal that are not included in your fees. In addition, indicate the method for determining the cost of any additional or supplemental services. ***Complete Attachment 5, Fee Proposal.***
- e. The period of time over which the fees will be paid will be negotiated. Even if the fee ends at a specific point in time, Construction Safety Manager services must continue until the applicable ROCIP program has no construction activities and the City no longer deems services necessary.

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7. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- a. Proposers, including their officers, owners, agents, representatives, subconsultants, employees, or parties in interest:
1. Shall not in any way collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer or potential Proposer in regard to the amount of their proposal or the terms or conditions of their proposal.
 2. Shall not pay, or agree to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer, any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the proposal or the proposal of any other Proposer. Proposers shall not pay money or anything of value in the future for these purposes.
 3. Shall certify that none of the deciding factors set forth in the request for proposal or in the subsequent agreement were their idea or the idea of anyone representing their company, unless the suggestion was made at a meeting open to all Proposers, which all Proposers had notice of.
 4. Must attest that they had no involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should the Proposer receive a contract award in response to their proposal, no agent, representative, consultant or subconsultant affiliated with the Proposer, who may have been involved in the development, preparation or evaluation or other decision making process for this solicitation, will have any financial interest, direct or indirect, in said contract.
 5. Must state that there are no other potential or actual conflicts of interest regarding this solicitation.
 6. Shall certify that no officer or stockholder of their company is an employee of the City of Austin, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Austin.
 7. Shall not have undertaken or will not undertake any activities or actions to promote or advertise their proposal to any member of any City committee reviewing the proposals, member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Proposal was issued and the date of award by City Council.

Proposers shall sign and return with their proposal, the affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying located in Section 0805 herein.

- 8. LOCAL BUSINESS PRESENCE:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local

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business presence.

9. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of 180 calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal

10. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

11. **EXCEPTIONS:**

Be advised that exceptions to any portion of the RFP may jeopardize acceptance of the Proposal.

11. **PROPOSAL PREPARATION COSTS:**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

12. **EVALUATION FACTORS AND AWARD**

a. **Competitive Selection:** This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph b below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

b. **Evaluation Factors:**

All Proposals will be evaluated based on the following criteria and rankings. Maximum 100 points.

30 points

Construction Safety Program Concept and Solution

Including detailed understanding of construction safety management programs, key safety program assessment elements and evaluation, tools and assessment methodologies and timelines for completion, safety incentive program structure.

20 points

Proposer Experience, Services, and Program Management

The firm's background and experience associated with providing construction safety management services, including experience on other Rolling Owner Controlled Insurance Programs, large building and utility construction projects, and public sector work; experience of the personnel assigned to our program.

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20 points

Cost

Reasonable costs for services requested in the Section 0500 Scope of Work. Lowest cost proposal receives maximum points; percentage rations formula for remaining proposal.

10 points

Payment Terms/Structure

Proposal of a Fee Structure that is advantageous to the City given the nature and funding mechanism the City utilizes to pay for Fees and Premium costs for the program.

10 points

Reporting and Statistical Tracking Capabilities

The firms automated data collection capabilities; custom and standard safety statistical reporting capabilities, ability to transfer information to City.

10 points

Local Business Presence

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local business presence of 1% to 24%	2
No local business presence	0

The City reserves the right to hold interviews. If interviews are held the City reserves the right to re-score "short-listed" proposals as a result of the interviews and to make award recommendations on that basis.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

CONSTRUCTION SAFETY MANAGEMENT SERVICES FOR ROCIP VII
SECTION 0645: PERFORMANCE GUARANTEES

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE	LIQUIDATED DAMAGE	AGREE YES/NO
1	Review and Update ROCIP Safety Manual	Review of City construction safety contract bid documents to ensure safety provisions are updated within one week of receipt for review.	10% of First Year Annual Fee City will have significant cost impact and liability should construction bid documents not reflect updated safety provisions provided to contractors.	
2	Attendance at Pre-con Meetings	Construction Safety Manager representative shall be present at 100% of Pre-Con meetings. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	\$500 per missed meeting City will have cost impact if Construction Safety Manager is not at meetings to explain and describe the safety program and its operation.	
3	Monthly Safety Reports provided within two business days prior to the monthly meeting.	100% of Monthly Safety Reports are electronically submitted to the City at least two business days prior to Program Status Meetings. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	*\$500 per incident City will have cost impact if Construction Safety Manager does not provide timely reports.	
4	Monthly Site Visits	100% of active ROCIP construction sites are visited at least one time per month. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	\$1,000 per incident City will have cost impact if Construction Safety Manager does not visit 100% of active ROCIP construction sites.	

Section 0815: Living Wages Contractor Certification

Company Name _____

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:
PROJECT NAME:

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ **If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope**

Yes _____ **If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	
_____ Company Name	
_____ Name and Title of Authorized Representative (Print or Type)	
_____ Signature	_____ Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER:
PROJECT NAME:

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract.
Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____
 Director/Deputy Director _____ Date _____

ATTACHMENT 1
ANTICIPATED PROJECT LIST FOR ROCIP VII

ROCIP VII ANTICIPATED PROJECTS

Project Name	CIP ID	Department	Est. Const. Cost	Est Start	Est. End	Project Description
ABIA Parking Garage	6001.114	AVAIT	\$ 120,000,000	Jun-17	Nov-18	Design & Construction of a new parking garage and administrative building on West Lot A to accommodate growing passenger demand for parking close to the terminal and office space for staff.
Hornsby Bend Thickener Complex Rehab	3164.062	AWU	\$ 5,450,000	Jun-17	Mar-19	This project will rehab the existing electrical infrastructure. The existing conduit, wiring and switchgear is corroded and in need of rehabilitation to maintain operation of the gravity belt thickeners
SAR Regional Electrical Substation No. 1 Replacement	3333.032	PW	\$ 14,900,000	Jun-17	Sep-21	Rehabilitation of an electrical substation used to run Trains A and B and the filters.
Carson Creek Basin WW Improvements	6943.034	AWU	\$ 2,100,000	Jul-17	Mar-18	Replace approximately 1700LF of 15" & 2400LF of 18" wastewater lines in the Carson Creek wastewater basin to provide capacity for approved service Extension reimbursements (SERs) and growth in the Riverside/Montopolis area
Barton Creek Plaza Lift Station Downstream Improvements	6943.026	AWU	\$ 2,373,000	Jul-17	Jun-18	Collection system improvements to coordinate with the Barton Plaza Lift Station Upgrades
Decker Lake Reclaimed Water Main Phase 1	5267.049	AWU	\$ 11,017,000	Aug-17	Jan-20	The first half of a transmission main, to be built in two phases, from the Walnut Creek Wastewater Treatment Plant to Austin Energy's Decker Creek Power Plant
ABIA Campus HVAC Improvements	6001.102	PW	\$ 4,880,700	Sep-17	Jan-19	Upgrade the Parking Operations Building, Information Systems Building, and Learning Resource Center mechanical systems.
AE Seaholm Cooling Plant - 812 West 2nd street		AE	\$ 15,000,000	Sep-17	Aug-16	Design and Construction of new cooling system downtown.
ABIA Terminal Baggage Handling System		AVAIT	\$ 100,000,000	Oct-17	Sep-20	This project includes design and construction of a new baggage handling system at the airport.
Cesar Chavez St Promenade between 1st St and West Ave	7108.002	PW	\$ 6,040,000	Oct-17	Jan-19	This project includes improvements on south side of Cesar Chavez intended to match the style and feel of the recently completed esplanade at 1st/Cesar Chavez
Austin to Manor Phase 2	10796.009	PW	\$ 4,950,000	Oct-17	Feb-19	Austin to Manor Phase 2 bikeway
Walnut Creek Pumping System Improvements	3023.022	AWU	\$ 7,151,000	Nov-17	Mar-21	Improve and upgrade control, reliability, maintainability, and operation of pumping systems in the Primary Treatment Complexes and Operations Building at Walnut Creek Wastewater Treatment Plant
Little Walnut Creek Creek Flood Hazard Reduction from Metric to Rutland	5754.086	PW	\$ 9,770,000	Nov-17	Jul-19	Main branch of Little Walnut Creek from Metric Blvd. to the Mearns Meadow pond is a high priority area for flood hazard reduction. Design will include a creek bypass system under
Montopolis Neighborhood Park - Recreation Center & Community Building	7555.006	PW	\$ 10,749,000	Nov-17	Jul-19	This project includes design and construction of a new recreation center and community building that includes functions for both departments in a joint-use facility. Joint-use of common functions will help save funding and make it easier for families
Meredith St Storm Drain Improvement	5789.054	WSP	\$ 3,900,000	Jan-18	Jan-19	This project aims to reduce the flooding of houses and yards with an updated storm drain system
Walnut Creek WWTP Sludge Thickener Rehab	3023.035	PW	\$ 9,603,300	Apr-18	May-20	This project will replace and upgrade the internal mechanism of the existing thickener, investigate reestablishment of the DAF system, upgrade the local SCADA system, and
Slaughter - Old San Antonio Rd Low Water Crossing Upgrade	5754.082	PW	\$ 4,891,000	Apr-18	Jul-19	The intent of this project is to reconstruct the low water crossing with infrastructure that will improve the existing flooding conditions
Onion Creek Reclaimed Water Main Ph 1	5267.025	AWU	\$ 3,800,000	May-18	May-20	Approximately 15,000 feet of 16-inch reclaimed main
Dougherty Arts Center - Co-Developed Facility	896.003	PARD	\$ 17,700,000	Jun-18	Jun-20	This project includes the development of a replacement facility for the existing Dougherty Arts Center, to either be new construction or rehabilitation of the existing building
Hornsby Bend Irrigation System Improvements	3164.070	PW	\$ 7,000,000	Jul-18	Mar-20	The irrigation system at Hornsby Bend is in need of improvements and expansion. Increased flows and aging infrastructure require this project to expand our irrigation fields
Highland Park Water Improvements	6935.037	AWU	\$ 2,511,000	Oct-18	Mar-21	Highland Park reservoir and pump station have reached the end of their useful life and are undersized for the area
East Allandale White Rock Neighborhood Water System Renewal	2231.109	AWU	\$ 3,153,000	Oct-18	Dec-20	Water system upgrades in the area generally bound by MoPac (Loop 1) on the west, Greenlawn on the north, Burnet Road on the east, and Allandale on the south

ATTACHMENT 1
ANTICIPATED PROJECT LIST FOR ROCIP VII

Williamson Creek - Richmond Tributary Rehabilitation	5848.041	PW	\$ 2,808,000	Dec-18	Feb-20	This planned project will protect properties by stabilizing the estimated 1,200 LF of stream channel. The work includes reconstructing creek banks; installing grade controls and
Cemetery Reclaimed Water Line	5267.037	AWU	\$ 3,300,000	Apr-19	Oct-20	Installation of 18,000 feet of 12-inch reclaimed water main
YBC Urban Trail	10796.008	PW	\$ 8,500,000	Sep-19	Feb-21	Construct a 5 mile Urban Trail from the Y at Oak Hill to Barton Creek, namely the upcoming Mopac Bicycle Bridge project.
Taxiway System Shoulder Improvements	7860.040	AVIAT	\$ 10,000,000	Sep-19	Oct-20	Various airside taxiway geometric improvements needed to comply with FAA Advisory Circular 150/5300-13X design changes
Northern Walnut Creek Hike and Bike Trail Ph 2	5261.003	PARD	\$ 3,500,000	Oct-19	Aug-20	This project consists of the design and construction of a new trail on the Walnut Creek Greenbelt from Walnut Creek Metro Park to IH-35.

Total

\$ 395,047,000

Attachment 2

ENROLLMENT SUMMARY

Wortham Insurance and Risk Management

5/15/2009

Contract Package	Enrollments	Completed
City of Austin ROCIP IV		
01 Town Lake/Riverside Area WW Improvements	8	(8)
02 Downtown/White Horse Trail, Phase 1	9	(8)
03 Walnut Creek, STAA, Project A	4	(4)
04 Davis Water Treatment Plant	10	(10)
05 Gus Garcia Recreation Center	44	(44)
06 Walnut Creek STAA, Project B	3	(3)
07 Govalle 1 - West Lamar Area W/WW Improvements	10	(9)
08 North Village Branch Library	49	(33)
09 Turner - Roberts Recreation Center	33	(33)
10 ACWP-Govalle 3-Montopolis Drive Area	5	(5)
11 ACWP-Barton Heights/Kinney Avenue W/WW Imp	14	(14)
12 Upper Waller Sanitary Sewer Overflow Abatement	7	(7)
13 Govalle 1-East Lamar Area Wastewater Imp	14	(14)
14 ACWP-Govalle 5-W 29th Street/Bowman Ave	7	(7)
15 ACWP - Govalle 1-Newton Street Area	6	(2)
16 ACWP-Upper Tannehill Interceptor	7	(7)
17 ACWP - Govalle SSO West 5th-6th Street SSR	5	(1)
18 ACWP - Govalle 3-Parker Lane/Metcalf Road WWI	4	(1)
19 ACWP - Govalle 2 - Travis Heights WWIP	9	(4)
20 Austin Convention Center Roof Replacement	8	(8)
21 ACWP - Manor/Comal/Rosewood Ave WWIP	5	(5)
22 ACWP - Govalle 4 - Waller Pedernales Area WIP	6	(1)
23 ACWP - Govalle 5 - Wethersfield Hartford WIP	7	(7)
24 ACWP - Gaston/Bull Creek/West 25th WWIP	6	(6)
25 AR Davis Water Treatment Plant Process Imp	10	(2)
26 Austin Tennis Center	23	(23)
27 Twin Oaks Branch Library	37	(7)
28 MLK Jr. Blvd Street Reconstruction & Utility	5	(5)
29 ACWP - Govalle 4 UT 40th Hyde Park	5	
30 ACWP - Govalle 1 So 2nd St WW South	7	(4)
31 ACWP - Govalle 2 Harpers Branch Area	8	(2)
32 ACWP - Govalle Blunn Creek	5	(2)
33 ACWP Govalle 1 Basin Lamar Bluebonnet Manchaca	6	
34 ACWP East 7th Street Wastewater Improvements	6	(3)
35 Water Reclamation Central Phase I B	8	(2)
36 ACWP Govalle 1 So 2nd St WW ReRoute North Phase	12	(3)
37 ACWP Govalle Crosstown Basins SSO	8	(2)
38 Zachary Scott Subdivision WW Imp Tunnel	7	
39 Southeast Wastewater Improvements	4	
40 Mexican American Cultural Center Phase 1A	20	(1)
41 RMMA Redevelopment Service Extension	5	
42 Thomas C Green WTP	10	
43 Avery Ranch - Davis Springs Fire-EMS Station	4	
44 Walnut Creek Wastewater Treatment Plant	1	
OCIP Enrollments (Completed):	471	(295)

ATTACHMENT 2 ROCIP V LIST OF PROJECTS IN PROGRAM

01-Lady Bird Lake-E.4th Drainage Improvements	\$5,488,396	100%
02-NW Recreation Center Expansion	\$2,355,800	100%
03-Loop 380 - Allen Road	\$4,609,981	100%
04-Seg 1- Slaughter Lane to Slaughter Creek	\$2,116,403	100%
05-Animal Services Center	\$11,635,000	100%
06-Barclay Drive Pump Station & Storage Tank	\$3,657,283	100%
07-Northern Walnut Creek Trail Improvements	\$3,044,286	100%
removed from ROCIP - Adj CV used as 100%		
08-Water Treatment Plant #4	\$22,806,997	100%
A. Package 1	\$299,758,773	100%
B. Package 2	\$22,422,968	100%
C. Package 3		
	\$344,990,738	
09-Segment 2/5, I35 Slaughter & Onion Crossings	\$5,965,534	100%
10-Seg. 9.1 - FM1327 to Bradshaw Rd. N. of FM1327	\$2,145,021	100%
11- Seg 9, FM1327, I35 to Bradshaw Rd	\$1,542,054	100%
12- Seg. 20.1 & 21, William Cannon	\$2,295,724	100%
13-Seg 11/12, S. Pleasant Valley Ext & Legends Way	\$1,320,233	100%
14- Onion Creek Golf Course WW Interceptor	\$7,833,851	100%
15-Austin Energy System Control Center	\$2,093,490	100%
Package 1	\$58,152,220	100%
Package 2		
16-CLMC170 - Seg. 17, 18, & 19	\$2,494,275	100%
17-CLMC171- Bradshaw Phase 1	\$1,595,814	100%
18-CLMC173-S I35 Onion Creek Wastewater Inceptor	\$10,480,000	100%
19-CLMC176-SI35 Pilot Knob Station	\$6,890,000	100%
20-CLMC135-SI35 Seg. 10 Bradshaw	\$1,478,630	100%
21-CLMC183-Wildhorse Ranch N. Interceptor	\$2,691,361	100%
22-CLMC163-Waller Creek Tunnel	\$3,210,500	100%
23-CLMC185-West Campus WWW Improvements	\$3,930,772	100%
24-CLMC175- Shoal Creek Allandale Storm Drain Improvem	\$5,496,960	100%
25-CLMC 214 - Anderson Mill/RR620 TM Northwest Zone C31	\$2,670,354	100%
26-CLMC 192 - Shoal Creek-Rosedale Storm Drain Improvem	\$4,785,778	100%
27-CLMC 239-Wm Cannon Bridge	\$2,284,844	100%
28-CLMC216 - Anderson Mill Estates STAA Phase 1	\$4,077,450	100%
29-CLMC259-Central Business District		
REMOVED from ROCIP		
30-CLMC246-West 34th	\$3,160,860	100%
31-CLMC273-Airport at Chesterfield	\$5,832,036	100%
32-CLMC269-North Acres	\$2,074,639	100%
33-CLMC290-Pleasant Valley	\$3,654,870	100%
34-CLMC238-Main to Montopolis	\$4,993,324	100%
35-CLMC295-Little Shoal Creek	\$4,774,017	100%
36-CLMC280-Inlet at Waterloo Park	\$27,825,000	88%
37-CLMC302-East Bouldin	\$5,632,346	100%
38A-CLMA010-PARD-Deep Eddy Pool	\$1,987,165	100%
38B-CLMA010-PARD-Bartholomew	\$4,962,835	100%
38C-CLMA010-PARD-West Enfield	\$990,000	100%
39-CLMC 323-Williamson Creek-Blarwood	\$5,485,443	100%
40-CLMA 011-Asian American Resource Ctr	\$4,300,000	100%
41-CLMC 351-NW C Pump Station	\$8,184,000	98%
42-CLMC 347 - Boardwalk Trail-Lady Bird Lake	\$20,682,324	100%
43-CLMC 388 - Harold Court East	\$4,795,831	100%
44-CLMC 395-North Walnut Creek Bike Trail	\$5,643,326	83%
45-CLMC 392-Boyce Lane Water Main	\$4,674,205	100%
46-CLMC 403-Martin Hills Transmission	\$17,242,229	100%
47-CLMC 399-Polygon Water Rehab	\$4,513,888	100%
48-Walnut Ck WWTP	\$5,415,625	100%
49-NewCentral Library	\$95,052,202	70%
50-Pemberton Heights	\$6,985,608	100%
51-Shoal Creek-Ridgelea	\$3,845,409	100%
52-Barton Springs	\$2,727,272	100%
53-Smith Road Extension	\$2,927,113	100%
Totals	\$769,693,919	

Attachment 2

ROCIP VI CURRENT PROJECTS

A	B	C	D
Project Name	Project	% Complete	Reported Payroll
6001 Austin Bertram International Airport	\$ 59,000,000	99.0%	\$ 10,989,266
6002 East 5th Street Chilled Water Project	\$ 4,290,838	99.0%	\$ 1,155,789
6003 North Acres Waste/Water Tunnel	\$ 4,559,220	98.0%	\$ 1,266,896
6004 Harris Branch Interceptor "Lower B"	\$ 4,111,964	100.0%	\$ 478,612
6005 North Acres Wastewater Final Conveyance	\$ 3,984,509	99.0%	\$ 859,499
6006 Maine to Capitol Complex/AISD Reclaimed Water	\$ 4,775,689	40.0%	\$ 133,956
6007 ASIA Terminal/Apron Expansion	\$ 278,000,000	3.0%	\$ 454,368
6008 Harris Branch Interceptor "Lower A"	\$ 5,163,969	2.0%	\$ -
6009 BAR Tertiary Filter Improvements	\$ 24,718,510	2.0%	\$ 54,374
6010 Main to Junction 420 (Downtown Area) Reclaimed Waterline	\$ 4,732,957	1.0%	\$ -
Total	\$ 361,228,726		\$ 14,970,890

**Attachment 3
ROCIP VII
Construction Safety Manager RFP
Solicitation**

ROCIP Disciplinary Policy

This disciplinary policy covers all ROCIP Projects. The violations of OSHA Safety Rules and Regulations committed by a Contractor working on multiple ROCIP Projects may be cumulatively totaled to apply disciplinary action against that Contractor to maintain the safety and integrity of the Program.

I. Definitions: the definitions applicable to this Policy are those definitions contained in the General Conditions and Agreement and the following additional definitions:

ROCIP Safety Team - *consists of the ROCIP Coordinator, Construction Safety Representative, City of Austin Project Manager, Owners Representative(s), CIP Inspector(s), Construction Safety Manager or designee, and the Insurance Carrier or Broker representative (also referred to as the "ROCIP Team") all of whom may be referred to as the "ROCIP Representative" or as a ROCIP Safety Team Member.*

Willful - *OSHA applies a classification of "Willful" where the employer is determined to have committed a violation with an intentional disregard of, or conscious indifference to, the requirements of the Occupational Safety and Health Act and/or OSHA Standards. Following legal precedent.*

Imminent Danger Violation - *is ". . . Any conditions or practices in any place of employment which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through the enforcement procedures otherwise provided by this Act." Section 13(a) of the OSH Act.*

Serious Violation - *"shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists ..." Section 17 (k) of the OSH Act*

Other Than Serious Violation - *"shall be cited in situations where the most serious injury or illness that would be likely to result from a hazardous condition, cannot reasonably be predicted to cause death or serious physical harm to exposed employees, but does have a direct and immediate relationship to their safety and health". Chapter III of OSHA's Field Inspection Reference Manual*

Negligence - *The failure to use reasonable care. The doing of something which a reasonably prudent person would not do, or the failure to do something which a reasonably prudent person would do under like circumstances. A departure from what an ordinary reasonable member of the community would do in the same community.*

**Attachment 3
ROCIP VII
Construction Safety Manager RFP
Solicitation**

II. General

A. All time lost when a Project is shutdown because of safety violations will be charged against the Contractor and the Contractor will be liable for any and all related expenses incurred.

B. All training required herein shall be conducted by a ROCIP Safety Team approved source at the Contractor's expense.

C. The Contractor will be held accountable for any and all safety violations on this Project.

D. Any combination of three (3) Imminent Danger or Serious safety violations will result in the permanent removal of the Superintendent and the Safety Representative from this Project and all ROCIP projects.

III. *Imminent Danger Violation* - REQUIRES IMMEDIATE CORRECTIVE ACTION

A. Procedures

- When an Imminent Danger Violation is identified, the Project/Task will be shut down immediately by any member of the ROCIP Safety Team.
- The Construction Safety Representative will be notified of the shutdown and given a detailed briefing. The ROCIP Safety Team representative will immediately contact the Contractor's Superintendent, Project Manager, or Safety Representative to notify the Contractor of the shutdown.
- The Violation will be noted on a safety inspection report or daily report.
- Remediation of the violation shall begin immediately.
- The Contractor shall ensure that any and all necessary corrections are made.
- *The Contractor shall notify the Safety Inspector or the Construction Safety Manager when the hazard has been abated and all of the disciplinary actions stated below have been satisfied.*
- A member of the ROCIP Safety Team will verify that the work can be resumed safely, prior to the recommencement of the work.
- The Contractor must document its corrective actions and provide a copy of such report to the Construction Safety Representative.

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ROCIP VII
Construction Safety Manager RFP
Solicitation

- The ROCIP Safety Team will continue to focus on Project Safety and will implement an additional mandatory weekly Project Safety Meetings.

B. Disciplinary Action

1. 1st Imminent Danger Offense:

a. Employee: The involved Employee will be interviewed to determine if his/her actions were a result of employee misconduct or lack of comprehension or training. Misconduct will result in removal of the Employee from this Project. If there is a lack of comprehension or training the employee shall attend the appropriate remedial safety training classes prior to reinstatement on the Project.

b. Superintendent: Superintendent will be interviewed. If it is determined that the Superintendent directed the employee action (so as to constitute a Willful act) the Superintendent will be permanently removed from the Project. If the violation was not a "Willful" act, the Superintendent will be given a written warning in the form of a safety report.

c. Safety Representative: The Safety Representative will be interviewed to determine if his/her actions are a result of Negligence. A finding of Negligence will result in the Safety Representative's removal from this Project. If the violation was not an act of Negligence, the Safety Representative will be given a written warning in the form of a safety report.

d. Contractor: The Contractor must attend a management meeting convened promptly by the ROCIP Safety Team. The Project Manager, Superintendent, or other fully authorized agent of the Contractor must attend the meeting. An initial corrective action plan will be formulated and any other appropriate course of action will be determined at that time.

2. 2nd Imminent Danger Offense:

a. Employee: The employee will be permanently removed from this Project and all other ROCIP projects.

b. Superintendent: The Superintendent will be permanently removed from all ROCIP projects. The Contractor must provide a duly qualified replacement Superintendent. The Owner's Project

Attachment 3
ROCIP VII
Construction Safety Manager RFP
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Manager and/or Owner Representative(s) will interview and approve a replacement Superintendent.

c. Safety Representative: The Safety Representative will be permanently removed from this Project and all other ROCIP Projects. The Contractor must provide a duly qualified replacement Safety Representative. The Owner's Construction Safety Manager and/or the City of Austin Construction Safety Representative will interview and approve a replacement Safety Representative.

d. Contractor: The Contractor must attend a management meeting convened promptly by the ROCIP Safety Team to implement a corrective action plan and to determine any other appropriate course of action.

3. 3rd Imminent Danger Offense:

Contractor: The City may terminate the Contractor for cause. The Subcontractors involved in the disciplinary action will be removed from this Project and all other ROCIP Projects.

IV. Serious Safety Violations - REQUIRES IMMEDIATE CORRECTIVE ACTION

A. Procedures

- When a Serious Violation is identified, the Project/Task will be shut down immediately by any member of the ROCIP Safety Team.
- Contractor will be briefed immediately on the situation.
- The Violation will be noted on a safety inspection or a daily report.
- Contractor shall immediately begin the process to abate the violation.
- *The portion of the Project involved in the safety violation will remain shut down until all of the disciplinary actions stated below have been satisfied.*
- Contractor shall ensure that any and all necessary corrections are made.
- The Contractor shall notify the Safety Inspector or the Construction Safety Manager when the hazard has been abated and all of the disciplinary actions stated below have been satisfied.
- The Contractor must document the corrective actions and provide a copy of such report to the Construction Safety Representative.

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ROCIP VII
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B. Disciplinary Action

1. 1st Serious Offense:

a. Employee: The involved Employee will be interviewed to determine if his/her actions were a result of employee misconduct or lack of comprehension or training. Misconduct will result in removal of the Employee from this Project. If there is a lack of comprehension or training, the employee will be required to attend the appropriate remedial safety training classes prior to reinstatement on the Project.

b. Superintendent: Superintendent will be interviewed. If it is determined that the Superintendent directed the employee action (so as to constitute a Willful act) then the Superintendent will be removed from the Project. If the violation was not a "Willful" act the Superintendent will be given a written warning in the form of a safety report. If this is the first offense of a serious safety violation and the Superintendent has previously received an Imminent Danger Violation of the same classification of offense, the Superintendent will be removed from this Project.

c. Safety Representative: The Safety Representative will be interviewed to determine if his/her actions are a result of Negligence. A finding of Negligence will result in the Safety Representative's removal from this Project. If the violation was not an act of negligence, the Safety Representative will be given a written warning in the form of a safety report. If this is the first offense of a serious safety violation and the Safety Representative has previously received an Imminent Danger violation of the same classification of offense he/she will be removed from this Project.

d. Contractor: The Contractor must attend a management meeting convened by the ROCIP Safety Team as soon as practicable. The Project Manager, Superintendent or other fully authorized agent of Contractor must attend the meeting. A corrective action plan will be formulated and any other appropriate course of action will be determined at that time.

2. 2nd Offense: (Cumulative total of any combination of Imminent Danger or Serious)

a. Employee: If second offense is a reoccurrence of a previous Imminent Danger/Serious violation, the employee will be permanently removed from the Project. If the second offense is not

Attachment 3
ROCIP VII
Construction Safety Manager RFP
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a reoccurrence of a previous imminent/serious violation, the employee will be removed from the Project and shall attend the appropriate remedial safety training classes prior to reinstatement on the Project.

b. Superintendent: If second offense is a reoccurrence of a previous Serious Violation or the Project has had a previous Imminent Danger Violation, the Superintendent will be permanently removed from the Project. The Contractor must provide a duly qualified replacement Superintendent. The Owner's Project Manager and/or Owner Representative(s) will interview and approve a replacement. If the second offense is not a reoccurrence a member of the ROCIP Safety Team will promptly convene a meeting to formulate a corrective action plan and to determine any other appropriate course of action.

c. Safety Representative: If second offense is a reoccurrence of a previous Serious Violation, or the Project has had a previous Imminent Danger violation, the Safety Representative will be permanently removed from this Project and all ROCIP projects. The Construction Safety Manager or the City of Austin Construction Safety Representative will interview and approve a replacement. If the second offense is not a reoccurrence of a previous Serious Violation and the Project has not had a previous Imminent Danger Violation, a member of the ROCIP Safety Team will promptly convene a meeting to determine an appropriate course of action.

d. Contractor: Contractor must attend a management meeting to be convened as soon as practicable. The Contractor's Project Manager, Superintendent, or other duly authorized agent of company must attend the meeting. A corrective action plan will be formulated and any other appropriate course of action will be determined at that time.

3. 3rd Offense: (Cumulative total of any combination of Imminent Danger or Serious)

a. Employee: Regardless of whether or not the offense is a reoccurrence of a previous offense, the employee will be permanently removed from this Project and all other ROCIP projects.

b. Superintendent: Regardless of whether or not the offense is a reoccurrence of a previous offense, the Superintendent will be

Attachment 3
ROCIP VII
Construction Safety Manager RFP
Solicitation

permanently removed from this Project and cannot serve in this capacity on any other ROCIP projects.

c. Safety Representative: Regardless of whether or not the offense is a reoccurrence of a previous offense, the Safety Representative will be permanently removed from this Project and cannot serve in this capacity on any other ROCIP projects.

d. The City may terminate the Contractor for cause. Subcontractors involved in the disciplinary action will be removed from this Project and all other ROCIP Projects.

V. Other Than Serious Violations - *REQUIRES CORRECTION WITHIN 24 HOURS*

A. Procedures

- Violation is identified by the ROCIP Safety Team Member.
- Contractor will be briefed on the situation.
- Violation will be noted on a safety inspection report or a daily report.
- Contractor shall correct the violation as soon as possible.
- Contractor shall document the corrective action and provide a copy of the report to the ROCIP Safety Team.

B. Disciplinary Action

1. 1st Offense:

a. Equipment: will be tagged out of service until the violation is brought into compliance.

b. Safety Representative: will receive a written warning in the form of the inspection report.

c. Employee: will receive a verbal warning.

d. Superintendent: will be notified in writing.

2. 2nd Offense:

a. Equipment: will be tagged out of service until the violation is brought into compliance.

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ROCIP VII
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b. Safety Representative: will receive a formal written warning.

c. Employee: The employee will be required to attend appropriate remedial safety training classes prior to reinstatement on the Project.

d. Superintendent: will receive a written warning.

3. 3rd Offense:

a. Equipment: will be removed from the Project.

b. Safety Representative: will be temporarily removed from project and be required to attend the appropriate remedial safety training classes to rectify deficiencies in skills prior to reinstatement on the Project.

c. Employee: will be removed from Project.

d. Superintendent: will receive a written notice and the COA Project Manager will be notified to determine an appropriate course of action.

The City uses alternative methods of delivery for construction projects on an average of two contracts per year. The City has no way of knowing how many responses they will receive for each of these projects. Please provide a rate or flat fee charge for these services.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5800 TLF0302

Addendum No: 1

Date of Addendum: 06/22/16

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Additional Information:** The optional call-in number for the pre-bid conference is (512) 974-9300, participant code 464410.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____

Tracy Franklin, Corporate Contract Administrator
Purchasing Office, (512) 974-2034

6/22/16

Date

ACKNOWLEDGED BY:

Name

Authorized Signature

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5800 TLF0302

Addendum No: 2

Date of Addendum: 06/24/16

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Additional Information:** The attendee roster for the Pre-Proposal Conference is attached.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____

Tracy Franklin, Corporate Contract Administrator
Purchasing Office, (512) 974-2034

6/24/16

Date

ACKNOWLEDGED BY:

Name

Authorized Signature

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5800 TLF0302

Addendum No: 3

Date of Addendum: 07/06/16

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Additional Information:** Handouts provided by the Small and Minority Business Resources Department at the Pre-Proposal Conference are attached.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____

Tracy Franklin, Corporate Contract Administrator
Purchasing Office, (512) 974-2034

7/6/16

Date

ACKNOWLEDGED BY:

Name

Authorized Signature

Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH
YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY
CONSTITUTE GROUNDS FOR REJECTION.**

**No Goal Project
Construction Safety Management Services (TLF0302)
Good Faith Effort Requirements**

POLICY: The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the performance of contracts.

COUNTING PARTICIPATION (2-9C-20)

Listing City certified firms on the MBE/WBE No Goal Utilization Plan means that firms agree to both the price and scope of work. The MBE/WBE No Goal Utilization Plan shall list all firms that will participate on the contract.

- ☐ Only City of Austin certified MBE/WBE firms will be counted.
- ☐ Certified MBE/WBE firms may count their own participation, less any amount subcontracted.
- ☐ Use only the base bid amount or the proposal amount to calculate your MBE/WBE participation.

ALL BIDDERS MUST PROVIDE GOOD FAITH EFFORT DOCUMENTATION IF NON-MBE/WBE FIRMS ARE IDENTIFIED ON THE MBE/WBE NO GOAL UTILIZATION PLAN.

GOOD FAITH EFFORTS – NO GOAL PROJECTS (ONLY)

The City has determined that no goals are appropriate for this project. Even though no goals have been established, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program if areas of subcontracting are identified. If any service is needed to perform work on the contract and the Bidder does not perform the service with its own workforce and the Bidder does not have the supplies or materials in its inventory, the Bidder shall contact the Small & Minority Business Resources Department at (512) 974-7600 to obtain a list of MBEs and WBEs to perform the service or provide the supplies or materials. The Bidder must make a good faith effort to use available MBE and WBE firms.

At a minimum, the following should be submitted to support Good Faith Effort documentation:

- ☐ Solicitation sent to MBE/WBE firms in the Significant Local Business Presence (SLBP – 5 Counties include Travis, Hays, Williamson, Bastrop, and Caldwell) identified on the availability list for subcontracting opportunities not less than **7 business days** prior to bid date. Notices must be sent using two separate reasonable, available, and verifiable methods (e.g. email, fax, mail, or phone).
 - ☐ **Such as evidence of written notice includes copy of letters (solicitation notice) that was sent by email, fax, or mail.**
 - ☐ **Such as evidence of two separate methods used to notify MBE/WBEs include fax logs, email confirmations, copies of stamped envelopes/hand-delivered and/or phone logs (Phone contacts, alone, will not be sufficient.)**
- ☐ Written correspondence to certified vendors should include names, addresses, and other identifying information including your company's phone number, contact person, where to locate plans and specifications; and due date for responding.
- ☐ Take appropriate steps to follow up the initial solicitation with interested MBEs or WBEs.
 - ☐ **Submit copies of written responses from all respondents to your solicitation.**
 - ☐ **If interested MBEs or WBEs responded, document follow up on log of contacts and include date and contact information**
- ☐ Publish notice in a local publication such as newspaper, trade association publication, or via electronic/social media.
- ☐ Bidder/proposer must state a specific and verifiable reason for not contacting each certified firm with a SLBP.
 - ☐ **If MBEs and WBEs were not sent solicitation notices, document reason on log of contacts.**



SMBR's Plan Room

The City of Austin's Small & Minority Business Resources (SMBR) Department has a Plan room for viewing City of Austin project plans and specifications as well as other local, private, and public sector jobs. In addition, SMBR and McGraw-Hill Dodge have partnered to provide contractors up-to-date construction project information, plans and specification through the Internet. Projects include public and private sector opportunities in 100 South and Central Texas counties.

Where is the Plan Room?

It's located at the offices of SMBR
4201 Ed Bluestein Blvd.
Austin, TX 78721

How much will it cost?

There are no fees to access the information. There are minimal fees for copying and printing of plan and specification sheets.

What are my next steps?

Attend a free one-hour orientation session to learn how to operate the on-line service. Contact Genia Browder at (512) 974-7799 to make an appointment or for more information.

For more information or to view a list of projects currently available in the Plan Room visit website at www.austintexas.gov/smbr under the Plan Room projects.

BONDING

SMBR's Bonding Financial Consultant is available to educate and assist vendors with Bonding. Luke Ortega Luper can be reached at 512-974-7733 or by email at Luke.Luper@austintexas.gov. Keep in mind that SMBR does not issue bonds; however, we do provide our bonding resource program as a free and confidential service to our business owners.

LOCAL MINORITY SERVICE ORGANIZATIONS

Asian Contractor Association

4201 Ed Bluestein Blvd, 2nd floor
Austin, TX 78721
512-926-5400 Fax: 512-926-5410

Aletta Banks

www.acta-austin.com
email: asiancontractor@gmail.com

Austin Area Black Contractors Association

6448 Highway 290 East, Suite E-107
Austin, TX 78723
512-467-6895 Fax: 512-467-9808

James Harper

www.abcatx.com
email: brc-pro@swbell.net

Business Investment Growth (BIG Austin)

Capital Plaza Chase Office Bank Bldg.
5407 N. IH-35, Ste 200
Austin, TX 78723
512-928-8010 Fax: 512-926-2997

Stacy Dukes-Rhone

www.bigaustin.org
email: info@bigaustin.org

Business Resource Consultants (BRC)/(Bid Briefs)

6448 Highway 290 East, Suite E-107
Austin, TX 78723
512-467-6894 Fax: 512-467-9808

Carol S. Hadnot

email: brc-pro@swbell.net

Greater Austin Black Chamber of Commerce

African-American Heritage Center
912 E. 11th Street, Suite A
Austin, TX 78702
512-459-1181 Fax: 512-459-1183

Natalie Madeira Cofield

www.austinbcc.org
email: admin@austinbcc.org

Greater Austin Asian Chamber of Commerce

8001 Centre Park Drive, Suite 160
Austin, TX 78731
512-407-8240 Fax: none

Marina Ong Bhargava

www.austinasianchamber.org
email: exec.admin@austinasianchamber.org

Greater Austin Hispanic Chamber of Commerce

2800 S. IH-35, Suite 260
Austin, TX 78704
512-476-7502 Fax: 512-476-6417

Selina Aguirre

www.gahcc.org
email: saguirre@gahcc.org

U.S. Hispanic Contractors Association de Austin (USHCA)

920 E. Dean Keeton Street
Austin, TX 78705
512-922-0507

Juan Oyervides

www.ushca-austin.com
email: info@ushca-austin.com

SECTION VIII — MBE/WBE COMPLIANCE PLAN CHECK LIST

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII MUST be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*?

Yes ☐ No ☐

2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Please list the two methods used to contact MBE/WBEs. (i.e. fax, email, mail, and/or phone)

Yes ☐ No ☐

List Methods: _____

3. Were steps taken to follow up with interested MBE/WBEs? Yes ☐ No ☐

4. Were advertisements placed with a local publication? (i.e. newspaper, minority or women organizations, or electronic/social media)?

Yes ☐ No ☐

5. Were written notices sent to Minority or Women organizations? Yes ☐ No ☐

6. Were additional elements of work identified to achieve the goals or subgoals?

Yes ☐ No ☐

If yes, please explain: _____

CITY OF AUSTIN



“NO GOALS” UTILIZATION FORM MBE/WBE PROCUREMENT PROGRAM

Project Name: Construction Safety Management Services

Solicitation Number: TLF0302

Date: June 24, 2016

MARCH 2009

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**

(Please duplicate as needed)

SOLICITATION NUMBER: TLF0302

PROJECT NAME: Construction Safety Management Services

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5800 TLF0302

Addendum No: 4

Date of Addendum: 07/06/16

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Additional Information:** Revised handouts provided by the Small and Minority Business Resources Department at the Pre-Proposal Conference are attached.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____

Tracy Franklin, Corporate Contract Administrator
Purchasing Office, (512) 974-2034

7/6/16

Date

ACKNOWLEDGED BY:

Name

Authorized Signature

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

**No Goal Project
Construction Safety Management Services (TLF0302)
Good Faith Effort Requirements**

POLICY: The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the performance of contracts.

COUNTING PARTICIPATION (2-9C-20)

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- ☐ Certified MBE/WBE firms may count their own participation, less any amount subcontracted.
- ☐ Use only the base bid amount or the proposal amount to calculate your MBE/WBE participation.

ALL BIDDERS MUST PROVIDE GOOD FAITH EFFORT DOCUMENTATION IF NON-MBE/WBE FIRMS ARE IDENTIFIED ON THE MBE/WBE NO GOAL UTILIZATION PLAN.

GOOD FAITH EFFORTS – NO GOAL PROJECTS (ONLY)

The City has determined that no goals are appropriate for this project. Even though no goals have been established, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program if areas of subcontracting are identified. If any service is needed to perform work on the contract and the Bidder does not perform the service with its own workforce and the Bidder does not have the supplies or materials in its inventory, the Bidder shall contact the Small & Minority Business Resources Department at (512) 974-7600 to obtain a list of MBEs and WBEs to perform the service or provide the supplies or materials. The Bidder must make a good faith effort to use available MBE and WBE firms.

At a minimum, the following should be submitted to support Good Faith Effort documentation:

- ☐ Solicitation sent to MBE/WBE firms in the Significant Local Business Presence (SLBP – 5 Counties include Travis, Hays, Williamson, Bastrop, and Caldwell) identified on the availability list for subcontracting opportunities not less than **7 business days** prior to bid date. Notices must be sent using two separate reasonable, available, and verifiable methods (e.g. email, fax, mail, or phone).
 - ☐ Such as evidence of written notice includes copy of letters (solicitation notice) that was sent by email, fax, or mail.
 - ☐ Such as evidence of two separate methods used to notify MBE/WBEs include fax logs, email confirmations, copies of stamped envelopes/hand-delivered and/or phone logs (Phone contacts, alone, will not be sufficient.)
- ☐ Written correspondence to certified vendors should include names, addresses, and other identifying information including your company's phone number, contact person, where to locate plans and specifications; and due date for responding.
- ☐ Take appropriate steps to follow up the initial solicitation with interested MBEs or WBEs.
 - ☐ Submit copies of written responses from all respondents to your solicitation.
 - ☐ If interested MBEs or WBEs responded, document follow up on log of contacts and include date and contact information
- ☐ Publish notice in a local publication such as newspaper, trade association publication, or via electronic/social media.
- ☐ Bidder/proposer must state a specific and verifiable reason for not contacting each certified firm with a SLBP.
 - ☐ If MBEs and WBEs were not sent solicitation notices, document reason on log of contacts.

- Negotiate in good faith with interested MBEs and WBEs.
 - **If negotiated in good faith with interested MBEs and WBEs, document results on log of contacts.**
- Contact SMBR for assistance (i.e. additional scopes identified or assistance with MBE/WBE Program requirements).
- Not rejecting MBEs or WBEs as being unqualified without sound reasons.
- Seeking the services of available minority and women community organizations
 - **Documentation of contacts with trade associations and Chambers of Commerce.**
- Selecting portions of the work that will increase the likelihood that the MBE/WBE goals will be met.

The following additional Good Faith Efforts factors may also be considered:

- Efforts to assist MBE/WBEs in bonding, insurance, and financing where appropriate.
 - **If assistance was provided, document in log of contacts.**
- Efforts to assist MBE/WBEs in obtaining necessary equipment, supplies, and materials.
 - **If assistance was provided, document in log of contacts.**

In assessing minimum good faith efforts, SMBR may consider the performance of other Bidder/Proposers successfully meeting the goals.

FAILURE TO COMPLY WITH THE MBE/WBE PROCUREMENT ORDINANCE WILL RESULT IN REJECTION OF YOUR COMPLIANCE PLAN

MBE/WBE AVAILABILITY LIST:

Included in the solicitation is a list of certified MBE/WBEs firms for the scopes of work that have been identified for this project. This list is not to be considered as the sole source of available MBE/WBEs. If additional scopes of work are identified, please contact SMBR.



SMBR's Plan Room

The City of Austin's Small & Minority Business Resources (SMBR) Department has a Plan room for viewing City of Austin project plans and specifications as well as other local, private, and public sector jobs. In addition, SMBR and McGraw-Hill Dodge have partnered to provide contractors up-to-date construction project information, plans and specification through the Internet. Projects include public and private sector opportunities in 100 South and Central Texas counties.

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For more information or to view a list of projects currently available in the Plan Room visit website at www.austintexas.gov/smbr under the Plan Room projects.

BONDING

SMBR's Bonding Financial Consultant is available to educate and assist vendors with Bonding. Luke Ortega Luper can be reached at 512-974-7733 or by email at Luke.Luper@austintexas.gov. Keep in mind that SMBR does not issue bonds; however, we do provide our bonding resource program as a free and confidential service to our business owners.

SECTION VIII — MBE/WBE COMPLIANCE PLAN CHECK LIST

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII MUST be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*?

Yes ☐ No ☐

2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Please list the two methods used to contact MBE/WBEs. (i.e. fax, email, mail, and/or phone)

Yes ☐ No ☐

List Methods: _____

3. Were steps taken to follow up with interested MBE/WBEs? Yes ☐ No ☐

4. Were advertisements placed with a local publication? (i.e. newspaper, minority or women organizations, or electronic/social media)?

Yes ☐ No ☐

5. Were written notices sent to Minority or Women organizations? Yes ☐ No ☐

6. Were additional elements of work identified to achieve the goals or subgoals?

Yes ☐ No ☐

If yes, please explain: _____

SECTION VIII — MBE/WBE COMPLIANCE PLAN CHECK LIST CONTINUED....

7. Was SMBR contacted for assistance? Yes ☐ No ☐

If yes, complete following:

Contact Person: _____

Date of Contact: _____

Summary of Request: _____

8. Were Minority or Women organizations contacted for assistance? Yes ☐ No ☐

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request: _____

9. Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals? (*Documentation is not limited to this list.*)

Yes ☐ No ☐ Copy of written solicitation sent to MBE/WBEs in SLBP area.

Yes ☐ No ☐ Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails, and/or phone log).

Yes ☐ No ☐ Copy of advertisements.

Yes ☐ No ☐ Copy of notices sent to Minority and Women organizations.

Yes ☐ No ☐ Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice? (i.e. copy of bids/proposals, spreadsheet breakdown of MBE/WBEs considered follow-up emails/phone logs and/or correspondence between Bidder and interested MBE/WBEs).

CITY OF AUSTIN



"NO GOALS" UTILIZATION FORM MBE/WBE PROCUREMENT PROGRAM

Project Name: Construction Safety Management Services

Solicitation Number: TLF0302

Date: June 24, 2016

MARCH 2009

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**

(Please duplicate as needed)

SOLICITATION NUMBER: TLF0302

PROJECT NAME: Construction Safety Management Services

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5800 TLF0302

Addendum No: 5

Date of Addendum: 07/11/16

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Clarification:** Attachment 1 is revised to change the estimated end date to August 2019 for the AE Seaholm Cooling Plant – 812 West 2nd Street.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____
Tracy Franklin, Corporate Contract Administrator
Purchasing Office, (512) 974-2034

Date

ACKNOWLEDGED BY:

Name

Authorized Signature

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



A Safety Management Company

To: Monica L. McClure - Contract Management Specialist IV

From: Jaime Orina

Reference: SOLICITATION NO. RFP 5800 TLF0302

Dear Monica,

This will serve as a written agreement to extend the above referenced proposal until April 30, 2017 to allow for time to complete the contracting process.

Regards,

Jaime Orina

VP

PROTECTING AUSTIN'S RESOURCES



BY PROTECTING THE MEN AND WOMEN WHO WORK AND LIVE HERE



P.O. BOX 81982 AUSTIN, TEXAS

SOLICITATION NO. RFP 5800 TLF0302



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP 5800 TLF0302

DATE ISSUED: June 20, 2016

REQUISITION NO.: 16051700465

COMMODITY CODE: 91893CS

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSONS:**

Tracy Franklin
Corporate Contract Administrator

Phone: (512) 974-2034

E-Mail: tracy.franklin@austintexas.gov

Sandy Brandt
Senior Buyer Specialist

Phone: (512) 974-1783

E-Mail: sandy.brandt@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Construction Safety
Management Services for Rolling Controlled Insurance Program
Phase VII

PRE-PROPOSAL CONFERENCE TIME AND DATE: Friday
June 24, 2016 at 1:00pm CST.

LOCATION: Municipal Building, 124 West 8th Street, Conference
Room 330.1, Austin, Texas 78701

PROPOSAL DUE PRIOR TO: Thursday, July 21, 2016 at 2:00pm
CST.

PROPOSAL CLOSING TIME AND DATE: Thursday, July 21,
2016 at 2:00pm CST.

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION CLOSING ONLINE: For RFPs, only the
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,
please select this link:

<http://www.austintexas.gov/departments/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:**

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # TLF0302	Purchasing Office-Response Enclosed for Solicitation # TLF0302
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL, 4 HARD COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE
*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	7
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	6
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0645	PERFORMANCE GUARANTEES – Complete and return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION – Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
	Attachment 1: ROCIP VII Projects Identified for Inclusion on the Program	2
	Attachment 2: ROCIP IV, V, VI Project Schedules	3
	Attachment 3: ROCIP Disciplinary Policy	7
	Attachment 4: Construction Safety Management References – Complete and return	1
	Attachment 5: Fee Proposal – Complete and return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP 5800 TLF0302
SECTION 0400**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than five business days prior to the proposal due date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

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- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - iv. **Professional Liability Insurance:** The Contractor shall provide at a minimum limit of \$5,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **PAYMENT BOND:**

- A. The Contractor shall provide a Payment Bond in an amount of \$75,000 within 14 calendar days after contract execution. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.

4. **PERFORMANCE BOND:**

- A. The Contractor shall provide a Performance Bond in an amount of \$75,000 within 14 calendar days after contract execution. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding

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\$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

- B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

5. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 60 months and with no extension options.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

THIS IS A 60 MONTH CONTRACT

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Human Resources – Risk Management
Attn:	Accounts Payable
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. **LIQUIDATED DAMAGES:** The Contractor agrees that the harm and damages likely to result from missed performance measures as detailed in Section 0645 of the RFP is difficult to estimate at the time of this agreement. The parties intend that Contractor's payment of Liquidated Damages would serve to compensate the City for any breach by Contractor under this section, and do not intend for it to serve as a penalty for any breach by Contractor. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sums for each Performance Measure missed as indicated in Section 0645 of the RFP.

8. **LIVING WAGES:**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

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- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

9. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

10. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or

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consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.
38. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Leslie Milvo, Risk Manager

(512) 974-3245

leslie.milvo@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

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**Construction Safety Management Services for
Rolling Owner Controlled Insurance Program Phase VII**

SCOPE OF WORK

1. PURPOSE

The City of Austin ("City") seeks proposals from firms ("Proposers") who are experienced and qualified in providing construction safety management services for a large Rolling Owner Controlled Insurance Program ("ROCIP").

Construction safety management services to be provided under this agreement shall include, but not be limited to: assessing the City's safety program requirements; evaluating and approving Contractors' safety programs and safety personnel; conducting site visit safety inspections; tracking and reporting site visit safety inspection findings and reportable incidents; and general construction safety consultation services.

One successful Proposer (the "Construction Safety Manager") will be selected to provide the services outlined in this Request for Proposal ("RFP").

The construction safety management services will commence with the rollout of the City's new Rolling Owner Controlled Insurance Program ("ROCIP VII"). ROCIP VII is expected to begin in late spring or early summer of 2017 and will last for a period of five years.

ROCIP VII shall serve three distinct goals for the City:

1. Generate cost savings from reduced insurance costs;
2. Promote safety for contractors working on City ROCIP construction projects;
3. Remove insurance barriers for small and minority contractors.

Several variables will impact overall ROCIP VII cost savings, including, but not limited to: inadequate construction values, lack of voter authorization for the issuance and sale of bonds, construction project delays, ROCIP Administrator fees, ROCIP Construction Safety Management fees, and internal City Administration expenses associated with ROCIP VII.

The City determines savings using the following formula:

Traditional Contractor Cost for Workers' Compensation & General Liability coverage (non ROCIP)
Minus ROCIP Insurance Premium and Expected Limited Incurred Loss Costs
Minus ROCIP Administrator Fees
Minus ROCIP Construction Safety Management Fees
Minus Internal City Administrative Expenses
= Net Cost Savings (Cost Avoidance)

If the City determines that potential net cost savings are insufficient to warrant a viable ROCIP VII program, then the City shall exercise its right to cancel this RFP and will not move forward with a ROCIP VII program.

3. ROCIP BACKGROUND

Since 1990, the City has issued numerous solicitations for single Owner Controlled and ROCIP administration and construction safety management services. With each phase of the program, the City has partnered with its Administrator and Construction Safety Manager to improve and refine its processes and procedures, and to continuously educate key City personnel in construction management and

procurement about the program's requirements and benefits. An overview of historic programs is provided below:

Convention Center OCIP (1990-1993)

Administrator: Hobbs Group
Carrier: St. Paul
Rating Basis: Payroll
Construction Value: \$42 Million

ROCIP I (1992 – 1996)

Administrator: Hobbs Group
Carrier: St. Paul
Rating Basis: Payroll
Construction Value: \$47 Million
Total Projects Enrolled: 41

Austin-Bergstrom International Airport OCIP (1994 – 1998)

Administrator: Marsh Mac
Carrier: St. Paul
Rating Basis: Payroll
Construction Value: \$392 Million

ROCIP II (1997 – 2001)

Administrator: Hobbs Group/HRH
Carrier: St. Paul
Rating Basis: Payroll
Construction Value: \$235 Million
Total Projects Enrolled: 90

ROCIP III (2003 – 2008)

Administrator: Wortham
Carrier: Zurich
Rating Basis: Payroll
Construction Value: \$201 Million
Total Projects Enrolled: 20

COA ROCIP PROGRAM HISTORICAL DATA AS OF 4.30.2016

	ROCIP IV 2006 - 2011	ROCIP V 2010 - 2017	ROCIP VI* 2013 – 2018
CONSTRUCTION VALUE	\$274 M	\$770 M	\$391 M
# OF PROJECTS	51	49	10
# OF ENROLLED CONTRACTORS	667	1,359	165
PAYROLL AS A % OF CV	14.1%	17.4%	17.5%
ADMINISTRATOR	Wortham	Aon	Marsh
CARRIER	Zurich	Liberty Mutual	Liberty Mutual
SAFETY MGMT VENDOR	Safety Solutions	Safety Solutions	Safety Solutions

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EXCESS LIMITS	\$8 M	\$100 M	\$50 M
EXTENSIONS TO PROGRAM DATES	No	Yes, 2 one-year extensions	Not anticipated
LOST TIME INJURY RATE	.63	0.19	.33
TOTAL RECORDABLE CASE RATE	1.89	2.86	2.28
PREMIUM BASIS	Payroll	CV	CV
PREMIUM/LOSSES AND VENDOR FEES (as of 4/30/16)	Premium = \$2,295,219 Ltd losses = \$400,247 Admin fees = \$584,000	Premium = \$4,920,448 Ltd losses = \$2,166,778 Admin fees = \$1,249,364	Premium = \$2,538,858 Ltd losses = \$331,757 Admin fees = \$875,000
AMOUNT CURRENTLY IN LOSS FUND/ESCROW	\$0	Escrow \$1.25 M	Escrow \$1.25 M

4. ROCIP VII PROGRAM INFORMATION

4.1 Program Launch

The City plans to coincide the launch of ROCIP VII with a foundation project, the Austin Bergstrom International Airport Parking Garage & Administrative Offices. This project's estimated construction value is \$120 Million and construction is planned to start in late spring or early summer of 2017.

4.2 Construction Safety Management Services

The City will procure Construction Safety Management services separately from ROCIP VII Administrator services in order to promote competition and to assure better control over the delivery of the components of the ROCIP Safety program.

4.3. ROCIP VII Eligible Capital Improvement Project Parameters

The City has conducted an analysis of future capital improvement projects anticipated over the next five (5) years. Refer to ***Attachment 1*** for a list of future anticipated projects identified as possible ROCIP VII candidates.

This list of ROCIP VII candidate projects is not all inclusive and instead provides basic information about the type, size, and scope of construction projects likely to participate in ROCIP VII. The list of ROCIP VII candidate projects is subject to change. Whether or not a City project actually moves forward to the construction phase depends upon many factors, including but not limited to: obtaining access to easements, market capacity, bonding approvals, projected project costs, community feedback, and costs and availability of construction materials. Most likely, some projects on this list will never be included in the ROCIP VII program and new, unforeseen projects will be included in the program.

Parameters for Capital Improvement Projects to be included in ROCIP VII are as follows:

- a. Project Construction costs are \$2,000,000 or greater;
- b. Project is Labor Intensive;
- c. Project is Site specific.

Construction projects with these characteristics will NOT be included in ROCIP VII:

- a. Hazardous waste abatement or remediation as a primary scope of work;
- b. Electric utility substations;
- c. Sidewalk or street overlay as a primary scope of work.

4.4. Construction Contract Documents

The City's construction Contract documents can be viewed online at: <http://www.austintexas.gov/page/bid-docs>. Current ROCIP VI documentation, safety and insurance requirement language are under "Bidding Requirements, Contract Forms and Conditions of the Contract" Sections 00410, 00425A, 00425B, and 00810, as well as under "Special Provisions to City Standard Specifications" Vol.4, and "ROCIP INFORMATION".

4.5 Ongoing ROCIP VI

The ROCIP VII program will be implemented **before** ROCIP VI has expired. This RFP is wholly separate and distinct from the ongoing ROCIP VI program and the construction safety management services requested herein do not have any connection to the ROCIP VI program.

5. **ROCIP VII INTRODUCTION AND CITY SAFETY STAFFING**

The contracts for both Construction Safety Management and Administrator shall include services to all projects included in the ROCIP VII program regardless of the structure of the insurance. Services are expected to commence upon successful execution of the contract and when the foundation project begins.

The City employs a full time ROCIP Construction Safety Consultant who is dedicated to ROCIP programs. This employee provides safety orientation training, construction safety inspection services and works closely with the Construction Safety Manager to ensure a well-coordinated and effective safety program for all ROCIP projects.

The City also has Construction Inspectors that oversee the construction of all projects and the project is built in accordance with the plans and specifications. They provide additional safety oversight for the City.

6. **SCOPE OF SERVICES** The Construction Safety Manager shall complete the following activities:

6.1 **General Construction Safety Management Services:** Services shall include, but not be limited to the following:

- 6.1.1 Review and update the construction safety provisions contained within the **ROCIP Safety Manual** in order to ensure conformance with new or recently revised Occupational Safety and Health Administration ("OSHA") guidelines or industry standards and in order to add specific construction related provisions beneficial to a specific type of construction exposure not currently addressed in the Manual. The ROCIP Safety Manual can be viewed on line at <http://www.austintexas.gov/page/bid-docs> under "Special Provisions to City Standard Specifications" Vol.4. The ROCIP Safety Manual has been recently updated and the City does not anticipate many changes to the manual. However, changes may be implemented when necessary during the CSM contract term. No change to any other sections of the contract documents by the CSM is anticipated.
- 6.1.2 Develop a comprehensive safety assessment and evaluation plan, including outlining tools and methodology to be used, to evaluate the adequacy of General Contractors' safety programs for each project included in ROCIP VII.
- 6.1.3 Provide additional site safety personnel when necessary and specifically plan for coverage during peak periods of construction activity. This personnel would be in addition to the City's full-time ROCIP Construction Safety Consultant. The City is not requesting safety services from the Administrator.
- 6.1.4 Attend ROCIP VII Program Status Meetings every month during initial and peak program periods and as requested during program phase-out. These status meetings can be conducted by phone unless Construction Safety Manager personnel are required in person by the City.

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- 6.1.5 Attend Quarterly ROCIP VII Claim Review Meetings and other meetings necessary for the successful operation of the ROCIP program. Claim review meetings may be held by teleconference with insurance carrier adjusters.
- 6.1.6 Develop, coordinate and manage the schedule of site visits utilizing Construction Safety Manager's staff, the City's full time Construction Safety Consultant and the Carrier's site safety personnel. This will be an ongoing and changing schedule based upon conditions at each construction site and the number of projects under construction at any given time.
- 6.1.7 Provide hard hat stickers for contractor personnel who have completed the ROCIP Orientation Class for ROCIP VII. This shall be a pass through cost and the City shall be charged the Construction Safety Manager's cost to purchase the stickers.
- 6.1.8 Annually assess the ROCIP Orientation Class that is conducted by the City's ROCIP Construction Safety Consultant and provide written recommendations for changes or additions to class materials.
- 6.1.9 Be available to coordinate and participate with the City and Administrator in providing presentations that include construction safety for contractors, project managers and inspectors as requested.

6.2 Construction Safety Management Services specific to Each ROCIP VII Construction Project:
Services shall include, but not be limited to the following:

- 6.2.1 Assess the adequacy of the General Contractor's safety program using the comprehensive safety assessment and evaluation plan that have been developed.
 - 6.2.1.1 Provide a written report to the Project Manager, the City's ROCIP Construction Safety Consultant, and the General Contractor outlining the Construction Safety Manager's key findings during his assessment and evaluation of the General Contractor's safety program, including recommendations to correct any deficiencies identified.
 - 6.2.1.2 Consult with General Contractor's safety personnel to share initial assessment findings and discuss ways to address any deficiencies found in the safety program assessment. Develop action plans and timelines for correction of deficiencies and follow-up at key milestones to ensure the General Contractor has completed the required actions to address the situation. If deficiencies have not been addressed the Construction Safety Manager must contact the Project Manager and recommend that construction be postponed until deficiencies have been satisfactorily addressed.
- 6.2.2 For alternative delivery methods other than low bid, such as Design-Build and Construction Manager at Risk, attend meetings of the evaluation team as identified by the City and provide an evaluation of the safety programs of the finalists. Historically, the average number of projects using an alternative delivery method is at two projects per year. Your costs for these services shall be specified in the cost proposal.
- 6.2.3 Attend all Pre-Construction meetings to discuss the ROCIP Safety Manual and any additional safety related requirements specific to the project. Present job site specific safety requirements for upcoming construction schedules and critical activities, as necessary.
- 6.2.4 Collect OSHA 300 Logs or equivalent information (Form 5a1) every month from the General Contractor for all contractors working on each ROCIP VII project and collect contractors' work hours from the Administrator for comparison purposes. This information shall be compiled for all contractors working on each project (see Reports and Records, Section 6.3.). Comparisons with the Administrator's payroll information received shall be conducted every few months to ensure close reconciliation of payroll.
- 6.2.5 Meet with the General Contractors as necessary to review safety violations, incidents/accidents and training deficiencies. Develop action plans and timelines for correction of deficiencies and follow-up to ensure that each General Contractor has completed the required actions.

- 6.2.6 Conduct at least one site visit per month on each active ROCIP VII project to maintain firsthand knowledge of the construction activities and safety measures being implemented by each General Contractor. Additional site visits may be necessary for special circumstances or problematic situations.
- 6.2.7 Conduct safety personnel interviews and review applications/resumes submitted by General Contractors utilizing the guidelines set forth in the ROCIP Safety Manual. Communicate interview and application review findings to each General Contractor, clarifying any challenges or concerns identified.
- 6.2.8 Immediately contact the Project Manager and other necessary personnel in the event work is stopped due to safety violations. **Refer to Attachment 3, ROCIP Disciplinary Policy** for current program disciplinary guidelines.
- 6.2.9 Provide feedback to Project Managers and inspectors on safety related concerns and activities.

6.3. Reports & Records: The City tracks performance of ROCIP VII as a City program. Construction Safety Manager shall have the capability to capture and provide essential data used to evaluate the success of the program.

- 6.3.1. Create, update, and maintain a ROCIP Injury Report in a form specified by the City indicating data by project for both the current month and fiscal year to date. Information shall include, but not be limited to:
 - # of Work Hours,
 - # of Lost Workday Cases,
 - # of Workdays Lost,
 - Lost Time Injury Rate,
 - Total Recordable Case Rate

Calculations of the Lost Time Injury Rate and the Total Recordable Case Rate based upon OSHA industry standard formulas shall be included. The Lost Time Injury Rate shall be compared to the national average Lost Time Injury Rate for heavy construction. This report shall be updated monthly and provided at monthly service meetings with the City.

- 6.3.2. Additional reports may be requested as deemed necessary by the City.
- 6.3.3. Make all contractor safety files available to the City for audit purposes, as requested.
- 6.3.4. Store and maintain all paper records and documents associated with construction safety management services for ROCIP VII for a period of five years after the completion of the last construction project. The Construction Safety Manager shall also back-up all data contained on any proprietary database and make these records available to the City upon contract completion in a non-proprietary format (Excel, Word, Access, etc.) such that further or future analysis is possible without reconfiguration or reentry of the data.
- 6.3.5. Assist the City with compliance of the Records Retention Act by maintaining records as outlined above and making all program files available to the City as requested for audit and other purposes.

6.4. Special Provisions: Services will include, but not be limited to the following:

- 6.4.1. Commit that the named principal and other key personnel responsible for the program will not be removed from the account by the Construction Safety Manager without prior approval of the City. Replacement of key personnel is subject to approval by the City's Risk Manager.
- 6.4.2. Perform as an agent of the City, including issues relating to confidentiality.

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SCOPE OF WORK (RFP)
RFP 5800 TLF0302
SECTION 0500**

7. GENERAL INFORMATION:

- 7.1.1. For general information regarding City construction projects and to view all construction contracts that are currently out for bid, go to the Capital Contracting Office website:
<http://www.austintexas.gov/department/capital-contracting>
- 7.1.2. General Contractors are not contractually required to have a written safety program. Currently, the Construction Safety Manager requests a copy of a written safety plan from each General Contractor. Sometimes the Construction Safety Manager receives documentation the General Contractor found on the internet and information appears to have been put together to fulfill the request but the contractor has never applied the concepts in the document. The Construction Safety Manager is not expected to develop written safety programs for the General Contractors.
- 7.3 If a General Contractor has a written safety program, the City's construction contract requires the more stringent of the safety manuals (Contractor's or ROCIP Safety Manual) to apply to the project.

8. LIST OF ATTACHMENTS:

Attachment 1: ROCIP VII Projects Identified for Inclusion on the Program
Attachment 2: ROCIP IV, V, VI Project Schedules
Attachment 3: ROCIP Disciplinary Policy
Attachment 4: Construction Safety Management References
Attachment 5: Fee Proposal

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If you are selected to provide the City's Construction Safety Management Services, your response to the RFP will be incorporated into the resulting contract.

PROPOSAL FORMAT

ALL PROPOSERS SUBMITTING A PROPOSAL MUST PROVIDE, IN DETAIL, THE INFORMATION REQUESTED BELOW IN THE ORDER PRESENTED.

1. EXECUTIVE SUMMARY

Provide an Executive Summary of two pages or less, which gives your firm's qualifications in brief, concise terms and a brief summation of the proposal. The Executive Summary should also indicate if any services are being provided by subcontractors. If so, subcontractors should be introduced and the scope of subcontractor services being provided should be explained.

2. ORGANIZATIONAL BACKGROUND AND OVERVIEW

- a. Indicate the name, physical address, telephone number, and email address of the person authorized to negotiate contract terms and render binding decisions in contract matters.
- b. State the legal name and address of your organization and identify your parent company if you are a subsidiary. Include your main businesses, number of offices and locations. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which you are incorporated or licensed to operate.
- c. Specify the branch office or other subordinate element which will perform, or assist in performing, the Scope of Services. Provide details on the number of years in business, number of employees, and annual revenues volume.
- d. Provide a copy of your firm's most recent financial statement. If this is unavailable, submit sufficient information indicating the financial status of your organization.

3. PROPOSER EXPERIENCE, SERVICES, AND PROGRAM MANAGEMENT :

- a. Submit evidence of your firm's experience in providing construction safety management services for other entities with large public utility or building construction projects comparable to the City's. Complete ***Attachment 4, Construction Safety Management References***. Highlight any OCIPs or ROCIPs involving governmental entities. Preference will be given to firms with applicable similar experience.
- b. Provide summary resumes proposed key personnel that will be directly responsible for working on the City's ROCIP program. Specify the exact roles and duties each of these people will provide for the program, their experience providing services of a type and scope similar to the Section 0500 Scope of Work, and number of years of employment with the Proposer.
- c. Explain the roles, responsibilities or functions of all subcontractors, if any, who will be participating with your firm on this account and provide summary resumes for proposed key subcontractor personnel.
- d. Based upon the project information provided in ***Attachment 1 ROCIP VII Project Identification*** explain your methodology of coordinating efforts of subcontractors (if any), the Administrator, the City, and all insurance carrier personnel to monitor the projects in this program. This should include the sharing of information and practices used to monitor problem areas including, but not limited to the reported hours worked and the enrollment of subs.

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- e. Provide a general explanation and chart which specifies program leadership and reporting responsibilities interfaced with City program management and team personnel. If the use of subcontractors is proposed, identify their placement in the primary management structure and provide internal management description for each contractor.
- f. Provide a summary of your basic approach to General Contractors regarding the implementation of a safety program.
- g. The City has had as many as 37 projects under construction at one time. Describe the methodology you would use to leverage resources in the management of this program.
- h. Describe any difficulties Proposer anticipates in performing its duties under Section 0500, Scope of Work and how the Proposer plans to manage these difficulties.

4. CONSTRUCTION SAFETY MANAGEMENT CONCEPT AND SOLUTION:

- a. Discuss how owners or General Contractors can best structure their construction safety programs in order to create an effective, seamless safety system that establishes accountability and emphasizes worker safety.
- b. Describe the key program elements you include in your safety program assessment when assessing a General Contractor's safety program. Explain why these elements were selected and their importance in the operation of a successful construction safety management program.
- c. With regard to the program elements that were identified above, explain the methodology used in evaluating each element and provide samples of any information gathering instruments used in the evaluation of each element of the program.
- d. Indicate a timeline for completion of an assessment of a General Contractor's safety program. List and explain the program elements, if any, which can be evaluated before construction operations have begun.
- e. With regard to the program elements that were identified above, describe the type of scoring system your firm would utilize for each element so that areas of deficiency can be identified.
- f. The industry tends to focus on lagging indicators due to the necessity of creating statistics and trends. However, to ensure a safe work place it is also important to review leading indicators in an effort to avoid claims. Identify the leading indicators you recommend using for this program and explain how you would encourage the contracting community to implement a program using these indicators in their daily operations.
- g. List the special provisions, if any, you would recommend to address the current national safety concerns related to crane and scaffolding operations.
- h. If your firm is selected to provide the services described in this RFP, you will be expected to negotiate specific Performance Guarantees with the City. After review of **Section 0645: Performance Guarantees** of this RFP, provide comments concerning the proposed Performance Guarantees. If you have alternate measures your firm would like to propose, describe those alternative performance measures that are representative of successful results for work performed and for which your firm is willing to negotiate and be held accountable.

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- i. Outline in detail all proposed contract provisions that your firm has exceptions to. Provide a rationale for the objected provisions and to what extent these can be negotiated. Note if these items have successfully been negotiated with the City in past contracts.

5. STATISTICAL REPORTING AND COMPUTING CAPABILITY:

- a. The Construction Safety Manager is required to prepare a monthly ROCIP Injury Report for the City. Attach a sample copy of a similar type report prepared by your firm for a client.
- b. For each of the following, illustrate the formula associated with the rate and explain whether or not the statistical indicator is an important one in analyzing injury and accident data: 1) Lost Time Injury Rate 2) Total Recordable Case Rate. Identify other safety statistics that may be better safety indicators on construction sites and state whether or not you would recommend benchmarking this data.
- c. Describe the automated data collection capabilities available at your firm. Provide detail with regard to the exact types of safety statistical information your system can track. Provide an example of the tracking capabilities of your system and samples of standard reports which can be provided by your current system. State whether this system/data be accessed directly by the City.

6. CONSTRUCTION SAFETY MANAGER COST PROPOSAL

- a. Proposers must provide the best possible pricing structure for the services as described in the Section 0500 Scope of Work outlined in this RFP. In the past, the pricing structure was based upon total hours at a cost per hour to arrive at the total "not to exceed" fixed fee cost. The City anticipates a fee model such as a minimum cost per year based upon a designated minimum construction value with charges incurred over the minimum at a rate per million in construction or a rate per thousand of payroll or a rate per construction project. The City will consider any payment model that you want us to review.
- b. A "not to exceed" fixed fee is required for the Section 0500 Scope of Work outlined in this RFP. Payment is anticipated to be made no more than monthly and your proposed fees must be supported with sufficient information to allow the City to evaluate whether the total cost is reasonable. Fees should be indicated on an annual basis for the anticipated five year contract term and \$400 Million in construction with an estimated 27 construction projects participating in the program.
- c. The City funds the payment of the Construction Safety Manager by charging each construction project a certain percentage of its construction value when it is being enrolled in the program. There are periods of time when new construction projects are not being enrolled in the program, but Construction Safety Manager Fees continued to be billed when day to day Construction Safety Manager operational work is at a minimum. This places a burden upon the City to 'borrow' money from enterprise funds until ROCIP funds are available. Given this information, propose payment terms to help resolve this situation and describe those terms fully within the cost proposal section of your response.
- d. Indicate any discretionary services outlined in your proposal that are not included in your fees. In addition, indicate the method for determining the cost of any additional or supplemental services. ***Complete Attachment 5, Fee Proposal.***
- e. The period of time over which the fees will be paid will be negotiated. Even if the fee ends at a specific point in time, Construction Safety Manager services must continue until the applicable ROCIP program has no construction activities and the City no longer deems services necessary.

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7. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- a. Proposers, including their officers, owners, agents, representatives, subconsultants, employees, or parties in interest:
1. Shall not in any way collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer or potential Proposer in regard to the amount of their proposal or the terms or conditions of their proposal.
 2. Shall not pay, or agree to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer, any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the proposal or the proposal of any other Proposer. Proposers shall not pay money or anything of value in the future for these purposes.
 3. Shall certify that none of the deciding factors set forth in the request for proposal or in the subsequent agreement were their idea or the idea of anyone representing their company, unless the suggestion was made at a meeting open to all Proposers, which all Proposers had notice of.
 4. Must attest that they had no involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should the Proposer receive a contract award in response to their proposal, no agent, representative, consultant or subconsultant affiliated with the Proposer, who may have been involved in the development, preparation or evaluation or other decision making process for this solicitation, will have any financial interest, direct or indirect, in said contract.
 5. Must state that there are no other potential or actual conflicts of interest regarding this solicitation.
 6. Shall certify that no officer or stockholder of their company is an employee of the City of Austin, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Austin.
 7. Shall not have undertaken or will not undertake any activities or actions to promote or advertise their proposal to any member of any City committee reviewing the proposals, member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Proposal was issued and the date of award by City Council.

Proposers shall sign and return with their proposal, the affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying located in Section 0805 herein.

- 8. LOCAL BUSINESS PRESENCE:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local

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business presence.

9. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of 180 calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal

10. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

11. **EXCEPTIONS:**

Be advised that exceptions to any portion of the RFP may jeopardize acceptance of the Proposal.

11. **PROPOSAL PREPARATION COSTS:**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

12. **EVALUATION FACTORS AND AWARD**

a. **Competitive Selection:** This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph b below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

b. **Evaluation Factors:**

All Proposals will be evaluated based on the following criteria and rankings. Maximum 100 points.

30 points

Construction Safety Program Concept and Solution

Including detailed understanding of construction safety management programs, key safety program assessment elements and evaluation, tools and assessment methodologies and timelines for completion, safety incentive program structure.

20 points

Proposer Experience, Services, and Program Management

The firm's background and experience associated with providing construction safety management services, including experience on other Rolling Owner Controlled Insurance Programs, large building and utility construction projects, and public sector work; experience of the personnel assigned to our program.

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20 points **Cost**
Reasonable costs for services requested in the Section 0500 Scope of Work. Lowest cost proposal receives maximum points; percentage rations formula for remaining proposal.

10 points **Payment Terms/Structure**
Proposal of a Fee Structure that is advantageous to the City given the nature and funding mechanism the City utilizes to pay for Fees and Premium costs for the program.

10 points **Reporting and Statistical Tracking Capabilities**
The firms automated data collection capabilities; custom and standard safety statistical reporting capabilities, ability to transfer information to City.

10 points **Local Business Presence**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local business presence of 1% to 24%	2
No local business presence	0

The City reserves the right to hold interviews. If interviews are held the City reserves the right to re-score "short-listed" proposals as a result of the interviews and to make award recommendations on that basis.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Safety Solutions, Inc.	
Physical Address	3220 Duval Road Austin, Texas 78759	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**CONSTRUCTION SAFETY MANAGEMENT SERVICES FOR ROCIP VII
SECTION 0645: PERFORMANCE GUARANTEES**

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE	LIQUIDATED DAMAGE	AGREE YES/NO
1	Review and Update ROCIP Safety Manual	Review of City construction safety contract bid documents to ensure safety provisions are updated within one week of receipt for review.	10% of First Year Annual Fee City will have significant cost impact and liability should construction bid documents not reflect updated safety provisions provided to contractors.	Yes
2	Attendance at Pre-con Meetings	Construction Safety Manager representative shall be present at 100% of Pre-Con meetings. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	\$500 per missed meeting City will have cost impact if Construction Safety Manager is not at meetings to explain and describe the safety program and its operation.	Yes
3	Monthly Safety Reports provided within two business days prior to the monthly meeting.	100% of Monthly Safety Reports are electronically submitted to the City at least two business days prior to Program Status Meetings. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	*\$500 per incident City will have cost impact if Construction Safety Manager does not provide timely reports.	Yes
4	Monthly Site Visits	100% of active ROCIP construction sites are visited at least one time per month. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	\$1,000 per incident City will have cost impact if Construction Safety Manager does not visit 100% of active ROCIP construction sites.	Yes

Jaime Orina

Section 0815: Living Wages Contractor Certification

Company Name Safety Solutions, Inc.

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name Safety Solutions, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: RFP 5800 TLF0302

PROJECT NAME: Construction Safety Management Services for ROCIP Phase VII

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes ☐ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Safety Solutions, Inc.

Company Name

Jaime Orina

Name and Title of Authorized Representative (Print or Type)

6/29/2016

Signature

Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER: RFP 5800 TLF0302

PROJECT NAME: Construction Safety management Services for ROCIP Phase VII

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Safety Solutions, Inc.		
Address	3220 Duval Rd		
City, State Zip	Austin, Texas 78759		
Phone Number	512-423-0028	Fax Number	
Name of Contact Person	Jaime Orina		
Is Company City certified?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Jaime Orina Vice President

Name and Title of Authorized Representative (Print or Type)

6/29/2016

Signature

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:


Name of Local Firm	Safety Solutions, Inc.	
Physical Address	3220 Duval Road Austin, Texas 78759	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input type="radio"/> Yes	<input type="radio"/> No

**CONSTRUCTION SAFETY MANAGEMENT SERVICES FOR ROCIP VII
SECTION 0645: PERFORMANCE GUARANTEES**

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE	LIQUIDATED DAMAGE	AGREE YES/NO
1	Review and Update ROCIP Safety Manual	Review of City construction safety contract bid documents to ensure safety provisions are updated within one week of receipt for review.	10% of First Year Annual Fee City will have significant cost impact and liability should construction bid documents not reflect updated safety provisions provided to contractors.	Yes
2	Attendance at Pre-con Meetings	Construction Safety Manager representative shall be present at 100% of Pre-Con meetings. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	\$500 per missed meeting City will have cost impact if Construction Safety Manager is not at meetings to explain and describe the safety program and its operation.	Yes
3	Monthly Safety Reports provided within two business days prior to the monthly meeting.	100% of Monthly Safety Reports are electronically submitted to the City at least two business days prior to Program Status Meetings. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	*\$500 per incident City will have cost impact if Construction Safety Manager does not provide timely reports.	Yes
4	Monthly Site Visits	100% of active ROCIP construction sites are visited at least one time per month. This measure will be tracked throughout the year and damages calculated annually at the anniversary date of the ROCIP program's effective date.	\$1,000 per incident City will have cost impact if Construction Safety Manager does not visit 100% of active ROCIP construction sites.	Yes


 _____ Jaime Orina

Section 0815: Living Wages Contractor Certification

Company Name Safety Solutions, Inc.

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title
No employees at this time	

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

SABOTY SOLUTIONS, INC.
Company Name

JAIME ORINA VP
Name and Title of Authorized Representative (Print or Type)

[Signature]
Signature

7-6-16
Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: TLF0302

PROJECT NAME: Construction Safety Management Services

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	SAFETY SOLUTIONS, INC.		
Address	3220 DUVAL RD.		
City, State Zip	AUSTIN TX 78759		
Phone	512-423-0028	Fax Number	
Name of Contact Person	JAIME ORINA		
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

JAIME ORINA VP
Name and Title of Authorized Representative (Print or Type)

[Signature]
Signature

7-6-16

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (FAS) or (FAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

Attachment # 3b

Jaime Orina, CHSO, WSO-CSM/RSD/CST.

With over 30 years in the construction industry Jaime has hands-on expertise in the areas of safety compliance, training and education, writing and implementing safety programs, policy & procedure manuals, job-site and facility safety audits, and safety meetings. Safety Solutions, Inc also utilizes an extensive network of professionals for certified training, leadership, and construction management.

Jaime Orina is a Certified Safety and Health Official, Texas A&M University (TEEX) - Certified with the World Safety Organization as a Certified Safety Manager, Registered Safety Director (RSD) and Certified Safety Technician (CST).

Jaime Orina will be the Construction Safety Manager for the proposed ROCIP VII program and will assume all of the duties required in this proposal except billing and preparation of monthly reports.

EXPERIENCE:

- **07/13 – present – City of Austin - ROCIP VI**

- Provide Construction Safety Management to the City of Austin's Rolling Owner Controlled Insurance Program. Responsibilities include managing all aspects of safety; reviewing contractor's safety programs, identifying deficiencies and establish compliance with the City's ROCIP Safety Manual. Additional duties include coordinating routine jobsite audits to ensure contractor compliance, collecting audit data to measure compliance and success of the program and assist and advises the City, project management, construction inspectors and contractors on safety matters.

- **01/11 – 12/15 – City of Austin - ROCIP V**

- Provide Construction Safety Management to the City of Austin's Rolling Owner Controlled Insurance Program.

- **9/06 – 9/11 – City of Austin - ROCIP IV**

Provide Construction Safety Management to the City of Austin's Rolling Owner Controlled Insurance Program.

- **9/02 – 9/07 – City of Austin - ROCIP III**

Provide Construction Safety Management to the City of Austin's Rolling Owner Controlled Insurance Program. Responsibilities include developing the City Of Austin's ROCIP Safety Manual, reviewing general contractors written safety program, jobsite audits to ensure compliance, collect data to measure compliance and success of the program and provide safety consultation to the City of Austin.

- **2/06 – 9/13 – City of Daytona Beach, Florida**

Provide Safety Management services to the City of Daytona Beach. Responsibilities include developing the City's employee safety manual, develop and implement a training curriculum for all

employees of the city, provide safety audits of all facilities throughout the city and to establish a safety culture among the city's employees.

○ **11/1998 – Present – Safety Solutions, Inc. - Owner**

Responsibilities include providing safety consulting services to contractors and industrial clients throughout Texas and other states. Duties encompass all aspects of safety management, inspections, facility inspections, accident/incident investigations, job hazard analysis, written safety programs, and training for over 50 clients and we continue to provide ongoing services to many of these clients.

- May, 1998 to November, 1998
H&M Specialized Carriers – Safety Director and Assistant Manager
- 18 Years in the Transportation/Construction Industry.

Designations:

Certified Safety and Health Official (CSHO)
OSHA Training Institute/Texas A&M (TEEX)
World Safety Organization, Inc
Certified Safety Manager (CSM)
Registered Safety Director (RSD)
Certified Safety Technician (CST)
Train-The-Trainer-General Industry
Train-The-Trainer-Construction
Certified MSHA Instructor

EDUCATION:

AA Business Management, Columbia Southern University.
United States Marine Corps 1978-1981

Attachment # 3c

JANNICE B. ORINA

Owner – Safety Solutions

CERTIFICATIONS:

Certified DBE
Certified WBE
Certified WMBE
Certified SBE in compliance with 49 CFR Part 26 and SCTRCA Standards
Certified HUB

EXPERIENCE:

Present

LDM Insurance – independent insurance agent selling life, disability and medical insurance. – 15 years
XBS Global – independent contractor assisting with merchant services/credit card processing – 15 years

6/00 – Present - Safety Solutions, Inc.

Safety Company

Day-to-day management and oversight of Safety Solutions' business. This includes billings, accounts receivables, accounts payables, payroll, tax reporting, assembly of content for safety manuals, policy and procedure manuals, scheduling, preparation of cards and certificates, interfacing with contractors for monthly reporting, completion of inspections and safety rating forms.

3/99 – 6/00 - WorkSafe, Inc.

Safety Company

Position: Director of Production/Human Resources

WorkSafe, Inc. does off-site safety compliance. I ran the entire WorkSafe operation, which entailed all aspects of monitoring sales staff, purchasing, assembly and production of Safety and Human Resource Manuals, coordinating the training for CPR, Forklift, Confined Space, etc.

7/95 – 3/99 - CROP GROWERS SOFTWARE/FIREMAN'S FUND AGRIBUSINESS

Writes, maintains, and supports software that caters to the agricultural industry

Position: Assistant Manager of Administration

This position entailed a wide array of duties including, but not limited to, hiring, firing, accounts payable, accounts receivable, in-house checkbook, managing office personnel (37), posting payroll via modem, monitors all supply levels, expense reimbursements, benefits coordinator, software/hardware requests, inventory log, budgets, tracking vacation/sick/personal time, correspondence for entire staff, travel arrangements for entire staff. MAJOR PROJECT: 12-month project to secure a new office space, involved inspecting 15 different office buildings, office configuration, lease negotiations, build-out negotiations, bidding-out the move and the ultimate move into the new facility.

5/92 – 7/95 - CJC HOLDINGS/ARTCARVED CLASS RINGS

Jewelry Design of Bridal, School, and Professional Rings

Position: Administrative Assistant/Office Manager

Responsible for tracking the production revenue of 40 sales staff located throughout the United States, tracking 85 part-time associates, spreadsheets indicating percentages of sales, profit, loss vs. previous years numbers. Handled all posting of sales breakdowns, i.e., gold, silver, gems, etc. Distributed weekly and reported to the Vice President and President. All correspondence for entire sales department. Responsible for coordinating semi-

annual sales meeting from securing the location to preparation of 120 hand-out sales books. Prepared bid packages to various universities. Also worked for the President in charge of the Bridal Division. MAJOR PROJECT: 6-month project of totally rewriting the Instruction Manual for the College Sales Division.

11/91 – 5/92 - KLINE COMPANY – NO LONGER IN BUSINESS

Commercial Real Estate Appraisal Firm

Position: Office Manager

Start-up of new company from securing new office space, staffing, purchasing equipment, creating the record-keeping for tracking revenue-producing products, accounts receivable, accounts payable, working with the owners in New York via modem to update the work flow and the profitability. Responsible for preparation of commercial real estate appraisals which included mounting photos, binding, etc.

6/90 – 11/91 - KOEPPPEL, TENER, RIGUARDI, INC.

Commercial Real Estate Appraisal Firm

Position: Office Manager

Start-up of new company from securing new office space, staffing, purchasing equipment, creating the record-keeping for tracking revenue-producing products, accounts receivable, accounts payable, working with the owners in New York via modem to update the work flow and the profitability. Responsible for preparation of commercial real estate appraisals which included mounting photos, binding, etc.

1/88 – 6/90 - MULTIPLES/A DIVISION OF JERELL, INC. – NO LONGER IN BUSINESS

The Design, Manufacturer, and Marketing of Women's Clothing

Position: Office Manager

Reported directly to the President, responsible for a staff of 24 sales people, handled all aspects of advertising and promotion of apparel sales. Communicated daily with upper management in department stores the sales volume for reporting procedures. MAJOR PROJECT: Created a data base of 2400 department stores with each CEO, President, General Manager, Buyer, etc., for mail outs. This was a 6-month project.

1/80 – 11/87 CENTRE DEVELOPMENT CO., INC. – NO LONGER IN BUSINESS

Commercial Real Estate Development

Position: Executive Assistant

Assisted the co-owner in charge of the Land Division. Prepare proposals for construction of utilities within large subdivisions. Maintained spreadsheets with profit and loss for each job. Assisted in the Property Management of several shopping centers.

EDUCATION:

Del Mar College, Corpus Christi, Texas

Eastfield College, Mesquite, Texas

Centre High School, Lost Springs, Kansas

SEMINARS:

Supervisory Skills for Women Supervisors

Managing Multiple Priorities

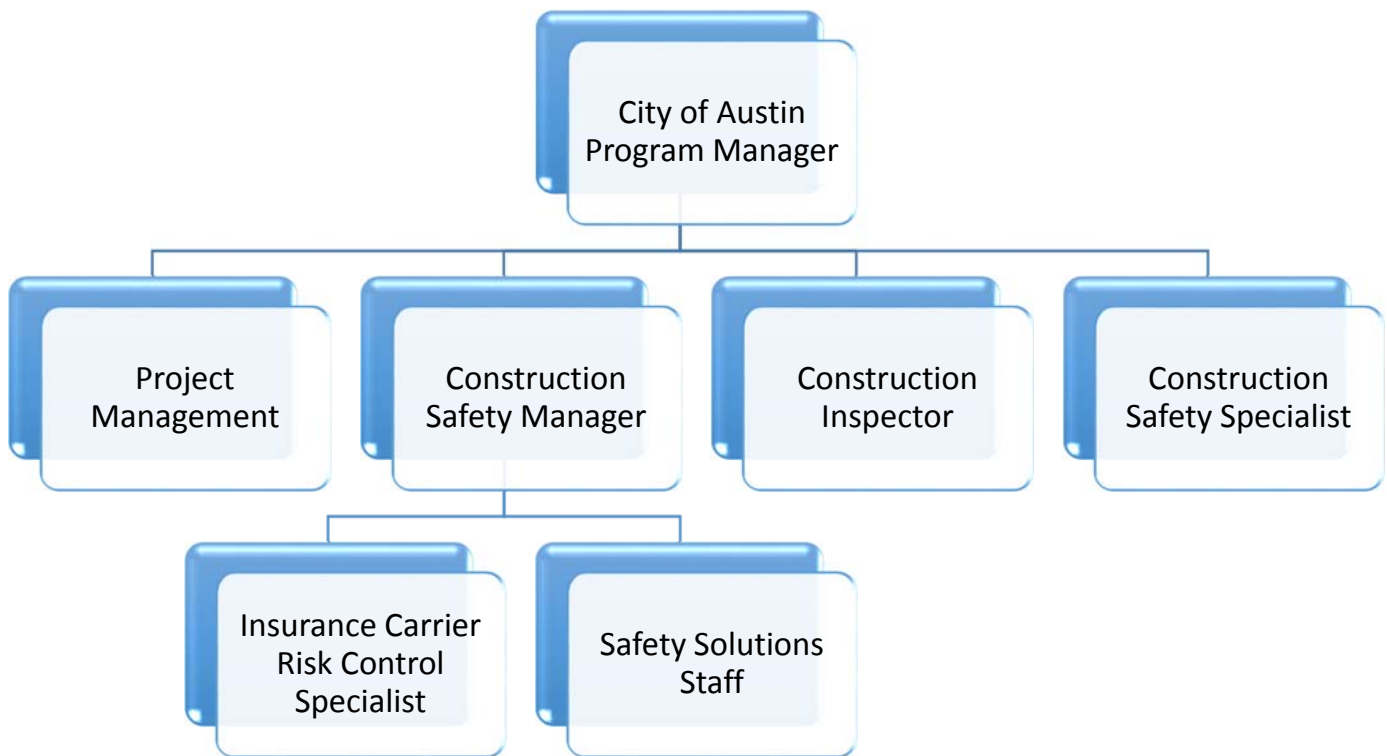
How to be a Successful Supervisor

Hiring & Firing Within the Law

Interpersonal Communication Skills

Fundamentals of Effective Project Management

Organizational Chart



ATTACHMENT 4

CONSTRUCTION SAFETY MANAGEMENT REFERENCES

List 3 Large Utility Project References that your firm has provided construction safety management services for within the last 5 years:

CONTACT NAME	FIRM	PHONE #	SERVICE DATES	DESCRIPTION OF SERVICES
Anthony Pleasant	City of Austin-ROCIP	512-974-3456	2002 - 2016	Construction Safety Manager
Heath Haney	C.C. Carlton Construction	512-373-0085	2001 - 2016	Safety Management
Susan Donley	Schroeder Construction	512-219-6001	2001 - 2016	Safety Management Services

List 3 Large Commercial Building Project References that your firm has provided construction safety management services for within the last 5 years:

CONTACT NAME	FIRM	PHONE #	SERVICE DATES	DESCRIPTION OF SERVICES
Amy Alexander	HEB	210-364-9928	2010 - 2016	Safety Compliance
Jordan Moore	Capitol Concrete Contractors	512-515-0650	2006 - 2016	Safety Management Services
Anthony Pleasant	City of Austin-ROCIP	512-974-3456	2002 - 2016	Construction Safety Manager
Scott Wilson	Bailey Elliott Construction	512-327-3951	2003 - 2016	Safety Management Services

****Clients may be contacted for verification of information and references.****



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5800 TLF0302

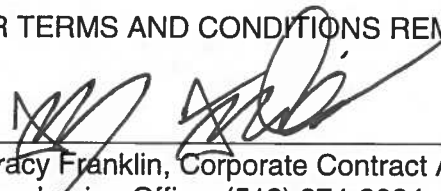
Addendum No: 1

Date of Addendum: 06/22/16

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Additional Information:** The optional call-in number for the pre-bid conference is (512) 974-9300, participant code 464410.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____


Tracy Franklin, Corporate Contract Administrator
Purchasing Office, (512) 974-2034

6/22/16
Date

ACKNOWLEDGED BY:

Jaime Orina
Name


Authorized Signature

7-11-16
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5800 TLF0302

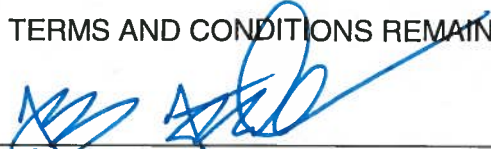
Addendum No: 3

Date of Addendum: 07/06/16

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Additional Information:** Handouts provided by the Small and Minority Business Resources Department at the Pre-Proposal Conference are attached.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____


Tracy Franklin, Corporate Contract Administrator
Purchasing Office, (512) 974-2034

7/6/16
Date

ACKNOWLEDGED BY:

Jaime Orina
Name

Jaime Orina
Authorized Signature

7-11-16
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

No Goal Project
Construction Safety Management Services (TLF0302)
Good Faith Effort Requirements

POLICY: The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the performance of contracts.

COUNTING PARTICIPATION (2-9C-20)

Listing City certified firms on the MBE/WBE No Goal Utilization Plan means that firms agree to both the price and scope of work. The MBE/WBE No Goal Utilization Plan shall list all firms that will participate on the contract.

- ☐ Only City of Austin certified MBE/WBE firms will be counted.
- ☐ Certified MBE/WBE firms may count their own participation, less any amount subcontracted.
- ☐ Use only the base bid amount or the proposal amount to calculate your MBE/WBE participation.

ALL BIDDERS MUST PROVIDE GOOD FAITH EFFORT DOCUMENTATION IF NON-MBE/WBE FIRMS ARE IDENTIFIED ON THE MBE/WBE NO GOAL UTILIZATION PLAN.

GOOD FAITH EFFORTS – NO GOAL PROJECTS (ONLY)

The City has determined that no goals are appropriate for this project. Even though no goals have been established, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program if areas of subcontracting are identified. If any service is needed to perform work on the contract and the Bidder does not perform the service with its own workforce and the Bidder does not have the supplies or materials in its inventory, the Bidder shall contact the Small & Minority Business Resources Department at (512) 974-7600 to obtain a list of MBEs and WBEs to perform the service or provide the supplies or materials. The Bidder must make a good faith effort to use available MBE and WBE firms.

At a minimum, the following should be submitted to support Good Faith Effort documentation:

- ☐ Solicitation sent to MBE/WBE firms **in the** Significant Local Business Presence (SLBP – 5 Counties include Travis, Hays, Williamson, Bastrop, and Caldwell) identified on the availability list for subcontracting opportunities not less than **7 business days** prior to bid date. Notices must be sent using two separate reasonable, available, and verifiable methods (e.g. email, fax, mail, or phone).
 - ☐ **Such as evidence of written notice includes copy of letters (solicitation notice) that was sent by email, fax, or mail.**
 - ☐ **Such as evidence of two separate methods used to notify MBE/WBEs include fax logs, email confirmations, copies of stamped envelopes/hand-delivered and/or phone logs (Phone contacts, alone, will not be sufficient.)**
- ☐ Written correspondence to certified vendors should include names, addresses, and other identifying information including your company's phone number, contact person, where to locate plans and specifications; and due date for responding.
- ☐ Take appropriate steps to follow up the initial solicitation with interested MBEs or WBEs.
 - ☐ **Submit copies of written responses from all respondents to your solicitation.**
 - ☐ **If interested MBEs or WBEs responded, document follow up on log of contacts and include date and contact information**
- ☐ Publish notice in a local publication such as newspaper, trade association publication, or via electronic/social media.
- ☐ Bidder/proposer must state a specific and verifiable reason for not contacting each certified firm with a SLBP.
 - ☐ **If MBEs and WBEs were not sent solicitation notices, document reason on log of contacts.**



SMBR's Plan Room

The City of Austin's Small & Minority Business Resources (SMBR) Department has a Plan room for viewing City of Austin project plans and specifications as well as other local, private, and public sector jobs. In addition, SMBR and McGraw-Hill Dodge have partnered to provide contractors up-to-date construction project information, plans and specification through the Internet. Projects include public and private sector opportunities in 100 South and Central Texas counties.

Where is the Plan Room?

It's located at the offices of SMBR
4201 Ed Bluestein Blvd.
Austin, TX 78721

How much will it cost?

There are no fees to access the information. There are minimal fees for copying and printing of plan and specification sheets.

What are my next steps?

Attend a free one-hour orientation session to learn how to operate the on-line service. Contact Genia Browder at (512) 974-7799 to make an appointment or for more information.

For more information or to view a list of projects currently available in the Plan Room visit website at www.austintexas.gov/smbr under the Plan Room projects.

BONDING

SMBR's Bonding Financial Consultant is available to educate and assist vendors with Bonding. Luke Ortega Luper can be reached at 512-974-7733 or by email at Luke.Luper@austintexas.gov. Keep in mind that SMBR does not issue bonds; however, we do provide our bonding resource program as a free and confidential service to our business owners.

SECTION VIII — MBE/WBE COMPLIANCE PLAN CHECK LIST

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII MUST be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*?

Yes ☐ No ☐

2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Please list the two methods used to contact MBE/WBEs. (i.e. fax, email, mail, and/or phone)

Yes ☐ No ☐

List Methods: _____

3. Were steps taken to follow up with interested MBE/WBEs? Yes ☐ No ☐

4. Were advertisements placed with a local publication? (i.e. newspaper, minority or women organizations, or electronic/social media)?

Yes ☐ No ☐

5. Were written notices sent to Minority or Women organizations? Yes ☐ No ☐

6. Were additional elements of work identified to achieve the goals or subgoals?

Yes ☐ No ☐

If yes, please explain: _____

CITY OF AUSTIN



“NO GOALS” UTILIZATION FORM MBE/WBE PROCUREMENT PROGRAM

Project Name: Construction Safety Management Services

Solicitation Number: TLF0302

Date: June 24, 2016

MARCH 2009

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**

(Please duplicate as needed)

SOLICITATION NUMBER: TLF0302

PROJECT NAME: Construction Safety Management Services

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	
Address	
City, State Zip	
Phone	Fax Number
Name of Contact Person	
Is company City certified? Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>	

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	\$
List commodity codes & description of services	

Sub-Contractor/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	\$
List commodity codes & description of services	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5800 TLF0302

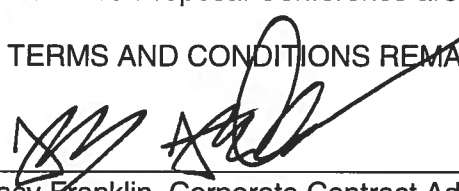
Addendum No: 4

Date of Addendum: 07/06/16

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Additional Information:** Revised handouts provided by the Small and Minority Business Resources Department at the Pre-Proposal Conference are attached.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____


Tracy Franklin, Corporate Contract Administrator
Purchasing Office, (512) 974-2034

7/6/16
Date

ACKNOWLEDGED BY:

Jaime Orina
Name

Jaime Orina
Authorized Signature

7-11-16
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

**No Goal Project
Construction Safety Management Services (TLF0302)
Good Faith Effort Requirements**

POLICY: The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the performance of contracts.

COUNTING PARTICIPATION (2-9C-20)

Listing City certified firms on the MBE/WBE No Goal Utilization Plan means that firms agree to both the price and scope of work. The MBE/WBE No Goal Utilization Plan shall list all firms that will participate on the contract.

- ☐ Only City of Austin certified MBE/WBE firms will be counted.
- ☐ Certified MBE/WBE firms may count their own participation, less any amount subcontracted.
- ☐ Use only the base bid amount or the proposal amount to calculate your MBE/WBE participation.

ALL BIDDERS MUST PROVIDE GOOD FAITH EFFORT DOCUMENTATION IF NON-MBE/WBE FIRMS ARE IDENTIFIED ON THE MBE/WBE NO GOAL UTILIZATION PLAN.

GOOD FAITH EFFORTS – NO GOAL PROJECTS (ONLY)

The City has determined that no goals are appropriate for this project. Even though no goals have been established, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program if areas of subcontracting are identified. If any service is needed to perform work on the contract and the Bidder does not perform the service with its own workforce and the Bidder does not have the supplies or materials in its inventory, the Bidder shall contact the Small & Minority Business Resources Department at (512) 974-7600 to obtain a list of MBEs and WBEs to perform the service or provide the supplies or materials. The Bidder must make a good faith effort to use available MBE and WBE firms.

At a minimum, the following should be submitted to support Good Faith Effort documentation:

- ☐ Solicitation sent to MBE/WBE firms **in the Significant Local Business Presence (SLBP – 5 Counties include Travis, Hays, Williamson, Bastrop, and Caldwell)** identified on the availability list for subcontracting opportunities not less than **7 business days** prior to bid date. Notices must be sent using two separate reasonable, available, and verifiable methods (e.g. email, fax, mail, or phone).
 - ☐ **Such as evidence of written notice includes copy of letters (solicitation notice) that was sent by email, fax, or mail.**
 - ☐ **Such as evidence of two separate methods used to notify MBE/WBEs include fax logs, email confirmations, copies of stamped envelopes/hand-delivered and/or phone logs (Phone contacts, alone, will not be sufficient.)**
- ☐ Written correspondence to certified vendors should include names, addresses, and other identifying information including your company's phone number, contact person, where to locate plans and specifications; and due date for responding.
- ☐ Take appropriate steps to follow up the initial solicitation with interested MBEs or WBEs.
 - ☐ **Submit copies of written responses from all respondents to your solicitation.**
 - ☐ **If interested MBEs or WBEs responded, document follow up on log of contacts and include date and contact information**
- ☐ Publish notice in a local publication such as newspaper, trade association publication, or via electronic/social media.
- ☐ Bidder/proposer must state a specific and verifiable reason for not contacting each certified firm with a SLBP.
 - ☐ **If MBEs and WBEs were not sent solicitation notices, document reason on log of contacts.**

- Negotiate in good faith with interested MBEs and WBEs.
 - **If negotiated in good faith with interested MBEs and WBEs, document results on log of contacts.**
- Contact SMBR for assistance (i.e. additional scopes identified or assistance with MBE/WBE Program requirements).
- Not rejecting MBEs or WBEs as being unqualified without sound reasons.
- Seeking the services of available minority and women community organizations
 - **Documentation of contacts with trade associations and Chambers of Commerce.**
- Selecting portions of the work that will increase the likelihood that the MBE/WBE goals will be met.

The following additional Good Faith Efforts factors may also be considered:

- Efforts to assist MBE/WBEs in bonding, insurance, and financing where appropriate.
 - **If assistance was provided, document in log of contacts.**
- Efforts to assist MBE/WBEs in obtaining necessary equipment, supplies, and materials.
 - **If assistance was provided, document in log of contacts.**

In assessing minimum good faith efforts, SMBR may consider the performance of other Bidder/Proposers successfully meeting the goals.

FAILURE TO COMPLY WITH THE MBE/WBE PROCUREMENT ORDINANCE WILL RESULT IN REJECTION OF YOUR COMPLIANCE PLAN

MBE/WBE AVAILABILITY LIST:

Included in the solicitation is a list of certified MBE/WBEs firms for the scopes of work that have been identified for this project. This list is not to be considered as the sole source of available MBE/WBEs. If additional scopes of work are identified, please contact SMBR.



SMBR's Plan Room

The City of Austin's Small & Minority Business Resources (SMBR) Department has a Plan room for viewing City of Austin project plans and specifications as well as other local, private, and public sector jobs. In addition, SMBR and McGraw-Hill Dodge have partnered to provide contractors up-to-date construction project information, plans and specification through the Internet. Projects include public and private sector opportunities in 100 South and Central Texas counties.

Where is the Plan Room?

It's located at the offices of SMBR
4201 Ed Bluestein Blvd.
Austin, TX 78721

How much will it cost?

There are no fees to access the information. There are minimal fees for copying and printing of plan and specification sheets.

What are my next steps?

Attend a free one-hour orientation session to learn how to operate the on-line service. Contact Genia Browder at (512) 974-7799 to make an appointment or for more information.

For more information or to view a list of projects currently available in the Plan Room visit website at www.austintexas.gov/smbr under the Plan Room projects.

BONDING

SMBR's Bonding Financial Consultant is available to educate and assist vendors with Bonding. Luke Ortega Luper can be reached at 512-974-7733 or by email at Luke.Luper@austintexas.gov. Keep in mind that SMBR does not issue bonds; however, we do provide our bonding resource program as a free and confidential service to our business owners.

SECTION VIII — MBE/WBE COMPLIANCE PLAN CHECK LIST

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII MUST be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*?

Yes ☐ No ☐

2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Please list the two methods used to contact MBE/WBEs. (i.e. fax, email, mail, and/or phone)

Yes ☐ No ☐

List Methods: _____

3. Were steps taken to follow up with interested MBE/WBEs? Yes ☐ No ☐

4. Were advertisements placed with a local publication? (i.e. newspaper, minority or women organizations, or electronic/social media)?

Yes ☐ No ☐

5. Were written notices sent to Minority or Women organizations? Yes ☐ No ☐

6. Were additional elements of work identified to achieve the goals or subgoals?

Yes ☐ No ☐

If yes, please explain: _____

SECTION VIII — MBE/WBE COMPLIANCE PLAN CHECK LIST CONTINUED....

7. Was SMBR contacted for assistance? Yes ☐ No ☐

If yes, complete following:

Contact Person: _____

Date of Contact: _____

Summary of Request: _____

8. Were Minority or Women organizations contacted for assistance? Yes ☐ No ☐

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request: _____

9. Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals? (*Documentation is not limited to this list.*)

Yes ☐ No ☐ Copy of written solicitation sent to MBE/WBEs in SLBP area.

Yes ☐ No ☐ Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails, and/or phone log).

Yes ☐ No ☐ Copy of advertisements.

Yes ☐ No ☐ Copy of notices sent to Minority and Women organizations.

Yes ☐ No ☐ Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice? (i.e. copy of bids/proposals, spreadsheet breakdown of MBE/WBEs considered follow-up emails/phone logs and/or correspondence between Bidder and interested MBE/WBEs).

CITY OF AUSTIN



"NO GOALS" UTILIZATION FORM MBE/WBE PROCUREMENT PROGRAM

Project Name: Construction Safety Management Services

Solicitation Number: TLF0302

Date: June 24, 2016

MARCH 2009

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: TLF0302

PROJECT NAME: Construction Safety Management Services

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.

Sub-Contractor/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	\$
List commodity codes & description of services	

Sub-Contractor/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	\$
List commodity codes & description of services	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5800 TLF0302

Addendum No: 5

Date of Addendum: 07/11/16

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Clarification:** Attachment 1 is revised to change the estimated end date to August 2019 for the AE Seaholm Cooling Plant – 812 West 2nd Street.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____
Tracy Franklin, Corporate Contract Administrator
Purchasing Office, (512) 974-2034

_____ Date

ACKNOWLEDGED BY:

Jaime Orina

Name

Jaime Orina

Authorized Signature

8-9-2017

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

Construction Safety Management Proposal

Solicitation NO. RFP 5800 TLF0302



Safety Solutions, Inc

P.O. Box 81982

Austin, Texas 78708-1982

(512)423-0028

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I. Executive Summary

In this Proposal we will address the Construction Safety Management for the City of Austin Rolling Owner Controlled Insurance Program and how we can effectively manage the safety program to achieve the objectives of the Owner.

The City of Austin is currently operating a ROCIP program with the intent of being profitable and it is Safety Solution's intention to ensure the continued profitability of the program. Safety Solutions, Inc. has the knowledge and expertise to implement effective and profitable OCIP programs. Our team has provided the construction safety management for the City of Austin's ROCIP III, IV, V and VI programs as well as for contractors and owners on other OCIP projects.

Safety Solutions' goal is to build upon the success already accomplished in the previous programs and to continue to develop the safety culture necessary to protect the health and safety of all workers on the City of Austin's projects. It is Safety Solutions goal to set the standard that will enable the City of Austin to become the benchmark for other owner controlled insurance programs.

Safety Solutions has achieved success in the previous programs by making safety a team effort. Through a Total Quality Management approach we will continue to partner with all levels of management including City Project Management, Construction Inspectors, Contractors, and the Insurance Carrier. We believe that incorporating what we have learned on the previous programs we can continue to lower the accident/incident rates and provide a greater return on investment to the City of Austin.

Safety Solutions will continue to foster this proactive safety culture established between all parties to ensure a seamless safety management system throughout the City of Austin's Rolling Owner Controlled Insurance Program.

II. ORGANIZATIONAL BACKGROUND AND OVERVIEW

- A. Jaime Orina - 3220 Duval Road, Austin, Texas 78757. Telephone: 512-423-0028. E-mail: jaime@safety-solutionsinc.com
- B. Safety Solutions, Inc. operates as an "S" Corporation formed in the State of Texas. P.O. Box 81982, Austin, Texas 78708-1982.
- C. Safety Solutions was incorporated in 1998 and has no employees only officers. Safety Solutions, Inc. has no other offices or locations.

2015 revenue was \$208,645.
- D. Attachment # 2d – Proprietary Financial Statement.

III. Proposer Experience, Services and Program Management

- A. Safety Solutions, Inc. has managed safety programs for municipalities in the past and understands the complexity of managing an Owner Controlled Insurance Program. In an Owner Controlled Insurance Program the Construction Safety Manager must evaluate the contractor for each project ensuring the necessary components for an effective program are in place and coordinate the safety efforts of these private sector contractors with the goals and interests of a public

sector municipality. These goals and interests include maintaining a good public image, public relations, investment in our community, safety of our contractors, timely completion of the project and profitability of the program. Many of the requirements listed in this proposal have been the result of collaboration between Safety Solutions, Inc. and the City of Austin's ROCIP Management Team over the past 12 years in an ongoing effort to improve the program.

B. Attachment #3 b – Jaime Orina Resume

Attachment #3 c – Jann Orina Resume

C. No subcontractors will be used by Safety Solutions, Inc.

D. Safety Solutions, Inc. developed a methodology to coordinate the safety efforts for the program by fostering and perpetuating an ongoing relationship between the City ROCIP Safety Specialist and Construction Inspectors, the Insurance Carrier Risk Control services and the Program Administrator to effectively monitor the safety of all ROCIP projects via open communication and sharing of data. Safety Solutions, Inc. developed a standardized inspection format that is used by all parties involved. This produces uniformity and ensures auditing efficiency on all projects. Through the use of this methodology Safety Solutions established oversight and inspection schedules that ensure all of the projects are audited and provide for overlapping audits for the high-risk projects. This is accomplished by scheduling a team member weekly to ensure additional accountability for these projects: effectively utilizing the City's time and resources.

E. The Construction Safety Manager reports directly to the ROCIP Program Manager but works very closely with the ROCIP Safety Specialist to develop inspection schedules, attend pre-construction meetings and provide additional safety support to ensure the success of the program. In addition, the Construction Safety Manager works closely with the Construction Inspectors and Project Management on all safety related issues for their respective projects and collaborates with the Program Administrator to assist in incident reporting, claims and tracking of statistical data.

Attachment # 3e - Organizational Chart

F. The key to implementing an effective safety program within the general contracting community is to establish the fundamental understanding of the necessity of a safety program and what their participation will mean to the overall effectiveness of the project; essentially "buy-in" from the contractor. This is achieved by effectively communicating information to them and their employees. Safety Solutions, Inc. desires the contractor to develop and take ownership of their project and cooperate with the City's safety program. From time-to-time the previous programs have experienced contractors who fail to grasp the value of the human person and the necessity of compliance with the ROCIP safety program. When this situation arises, as Construction Safety Manager, we have met with the project management and the contractor to explain the city's disciplinary program and seek ways to improve the overall safety of the project. Through this spirit of cooperation we have develop a safety culture that achieves the common good for all involved and ensure that our contractors succeed.

- G. The methodology that Safety Solutions, Inc. uses to manage the safety efforts on multiple projects simultaneously was established in the ROCIP IV program. We effectively achieved this by leveraging all of the resources available through collaboration with City Management, the ROCIP Safety Specialist, Construction Inspectors, the Insurance Carrier and Program Administrator. Safety Solutions also sought to empower all levels of management by offering safety training to the project managers and inspectors to provide them with the essential tools to be part of the ROCIP Safety Team. This provides the necessary information, backing and empowerment that the project management team needs to take ownership of safety and make them a part of the solution for their respective projects. This not only provides a valuable resource to the Construction Safety Manager but allowed the project managers and inspectors a greater freedom to enforce safety on their respective jobs.
- H. Safety Solutions, Inc. will have no difficulty performing all of the duties outlined in Section 0500.

IV. Construction Safety Management Concept and Solution

- A. For an effective safety program to produce worthy results there must be clearly outlined goals and responsibilities, and a cohesive system of accountability to those goal and responsibilities. Effective safety-oriented owners and general contractors include the following concepts in their safety program:

- ✓ **Total Management Involvement.** All levels of management, subcontractors, employees and insurance carriers are involved in the safety process. This approach helps all participants recognize that safety is a value not just a priority. Priorities change, values don't. Instilling safety as a value ensures that all participants appreciate and implement safe work practices.
- ✓ **Pre-Project and Pre-Task Planning.** Pre-Project and Pre-Task analyses are considered essential components of safety and health planning. Pre-Project planning includes incorporating safety and health into the planning of a construction project through contractor prequalification and pre-project hazard analyses. Pre-Task planning incorporates worker safety and health into the planning of individual high hazard tasks.
- ✓ **Empowerment.** By empowering each person to actively participate in the safety program employees and management assume ownership of safety and provide the necessary leadership required for success.
- ✓ **Hands-on monitoring of jobsites.** Through frequent auditing of the project management and safety professionals develop relationships that encourage commitment and participation by all levels creating a "culture" of working safely. Safety becomes an attitude not an activity.
- ✓ **Routine and thorough training.** OSHA and BLS statistics show that a lack of adequate training results in a higher number and degree of injuries. Training should be viewed as an investment in lieu of a cost. Recognizing that training is essential employers should have defined levels of training for each element

of the project. This may vary from a basic site orientation to a task-specific training depending on the degree of involvement in the project.

- ✓ **Accountability.** A successful program requires accountability from everyone on the project. Each team member must be held accountable for his or her role for the overall success of the team. People have a tendency to rise to the level of expectations and by holding each individual accountable for safety the overall performance level is increased.

B. The following outlines how we will assess the General contractor's safety program and what key program elements are to be included in an effective safety program assessment. These elements were selected because they meet the criteria of the American National Standard Institute (ANSI) A10.38 for written safety programs. In addition, they are used by Construction Industry Groups to evaluate the effectiveness of their members' safety programs.

- ✓ **Written Safety and Health Program.** The safety program should detail specific duties and responsibilities including specific training requirements for all levels of management and employees. The Safety Program should address all known and foreseeable hazards associated with the type of work the contractor performs and provide guidance to employees on how to safely perform a given task.
- ✓ **Management Commitment.** Without commitment by management the program cannot succeed. Management must hold employee safety as an organizational "value" and not something that can be negotiated or subject to change due to schedule or profitability.

- ✓ **Employee Safety Training.** Safety policies and rules are ineffective if the employees are unaware of them. Additionally, many of the tasks that employees are called on to perform require specific training. This training must include new-hire/transfers, employees, foremen, supervisory and management personnel. The training must be effective; i.e., it must meet the needs of both the employer and the employees and convey the proper information to the employee in such a manner as to be easily understood and used on the project. Tool Box Talks serve as a method to keep employees aware of current safety issues and reinforce previous training.
- ✓ **Safety Responsibilities.** Responsibility for safety must be defined for each level from management to supervisor to employees. Without defined responsibility and accountability no one takes responsibility.
- ✓ **Safety Goals/Budget.** Does the company have a budget for safety or is it just a cost of doing business? How are the safety goals set for the company? Organizations that do not establish goals and budgets become reactionary instead of proactive in their approach to safety. It is important that an organization establish goals and a budget to ensure sufficient funds are available for each project so as to attain the goals established.
- ✓ **Selection of Subcontractor Criteria and Management Plan.** Knowing that subcontractors of all tiers present an additional liability to the owner and the general contractor an effective subcontractor management plan will include a review of their respective safety programs during the selection process utilized by the general contractor. This assessment should include a review of

the subcontractors overall safety program, pre-project and pre-task hazard analysis, training records, EMR, DART, and jobsite auditing procedures. This review alerts the general contractor to potentially unsafe contractors and provides a benchmark of the subcontractors' safety program.

- ✓ **Crisis Management/Accident Investigations.** Accidents and incidents are investigated to determine root cause and reports are submitted to management for review and recommendations. Without knowing the cause of an accident the deficiencies cannot be corrected to avoid a recurrence of the situation. By sharing this information with employees and management the entire organization learns from these events.
- ✓ **Auditing and Recordkeeping.** Accountability cannot be maintained without tracking the performance. Auditing of projects and "near-miss" investigations are considered leading indicators that allows contractor to "identify" – to the greatest extent possible – potential accidents and injuries. Recordkeeping provides tracking and accountability as an indicator of the contractors past record with regards to safety. Elements should include number of incidents by type, such as near-miss, first-aid, recordable injury, restricted workday injury, property damage and General Liability claims.
- ✓ **Pre-Project and Pre-Task Hazard Analysis.** Pre-planning a job allows the contractor to be prepared for hazardous situations before the work begins. This allows for proper training, equipment and personnel on-site to minimize exposure.

- ✓ Substance Abuse Program. Recognizing that alcohol and drug abuse continue to plague the construction industry demands that each employer provide a workplace free of hazards associated with substance abuse. By having a program that seeks to identify these dependencies and providing assistance to the employees before an accident or injury occurs is a proactive approach to reducing risks.
- C. The methodology used in evaluating the elements stated above would include a thorough review of the general contractor's written safety program to identify references to each element. Additionally we would review the contractor's OSHA logs and insurance loss data as well as interview the contractors' representative to determine the corporate philosophy toward each element.
- D. Time Line – After the contract is awarded the Construction Safety Manager will review the general contractor's safety program using the criteria above and provide feedback prior to commencement of the project.
- E. Each element will have an evaluation number with a maximum value that is weighted according to its importance. If all criteria for the elements are met the maximum score is applied. If one or two items are missing then partial credit for that element may be earned. The scoring matrix will identify areas of improvement prior to work commencing. The scoring matrix will be given to the ROCIP Safety Team for use in managing the safety of the contractor.

Sample Evaluation Criteria

Written Safety and Health Program

In addition to the previous section management sets objectives for safety.	Management has a formal written safety program; well publicized.	Partially formalized safety program.	No formalized safety program.
Pre-Project & Pre-Task Planning conducted.	Management receive periodic specialized training.	Persons administering are designated safety coordinators.	No individual responsible for program administration.
As new hazards are identified Information is shared.	Maintains and updates safety program.	Coordinators inadequately trained; unwritten objectives.	No pre-established objectives.
Routine drug and alcohol testing.	All hazards of the workplace are identified.	Partial list of recognized hazards identified.	
Program reviewed annually.	Safety Committee is effective. Responsibilities well defined.	Safety Committee meets occasionally and has limited effectiveness.	
3	2	1	0

The total weighting factor for this section is 10%. Weighting factor multiplier is x 3.33

Section Score: _____

F. The Leading Indicators commonly used in the construction industry are safety audits, near miss investigations and pre-project/pre-task analysis. Each of these indicators are tools that can “identify” – to the greatest extent possible – potential accidents and injuries. These leading indicators are listed above in the evaluation matrix conducted by Safety Solutions, Inc. of each general contractor’s safety program. Additionally, Safety Solutions has incorporated these elements in the existing ROCIP Safety Manual. If any of these elements are absent from the contractor’s safety program the CSM identifies these deficiencies and encourage the contractor to incorporate these into their site-specific safety program for the project.

G. Safety Solutions, Inc. has addressed the safety concerns for crane operations in the existing ROCIP Safety Manual by incorporating the requirements of the new Federal Crane Standard. The ROCIP Safety Manual requires all crane operators to be certified by the National Commission for the Certification of Crane

Operators (or equivalent) the only organizations recognized by the Department of Labor-OSHA. Additionally, the safety manual addresses blocking and cribbing of outriggers and requires qualified persons for all rigging and flagging on cranes.

Scaffolds have recently come into the spotlight due to an increase in falls from them prompting OSHA and other governmental agencies to initiate a campaign to prevent these falls. Through effective training and inspections scaffold can be safe to work from. The ROCIP Safety Manual address scaffold and the requirements for safe use and is incorporated into the contract documents to ensure contractor compliance.

- H. Safety Solutions, Inc. will negotiate with the City for an effective performance guarantee that is practical and achieves the desired results.
- I. Safety Solutions takes no exceptions to this proposal.

V. Statistical Reporting and Computing Capability

A. A monthly ROCIP Incident/Injury Report will be prepared indicating data by project for both the current month and year-to-date. The information will include:

Number of Work Hours

Number of Lost Workday Cases

Number of Workdays Lost

Total Recordable Case Rate

National Average for Heavy Construction

Attachment #5 a – Sample Reporting Spreadsheet

- B. The Lost Time Injury Rate factor is calculated by the number of lost time injuries -times 200,000 - divided by the total man hours.

The Total Recordable Case Rate is calculated by the number of recordable cases -times 200,000 - divided by the total man hours.

Additional safety statistics that can be utilized are Days Away Restricted Transfer (DART) (compared with other contractors within their industry) and leading indicators as identified above that provide a means to anticipate potential losses.

- C. Safety Solutions, Inc. does not utilize Automated Data Collection. Through considerable research many in the safety profession have determined that no evidence exists to substantiate that the collection of data (lagging indicators- other than those listed above) actually produces information that can prevents injuries. Data will be collected electronically from the general contractors and the Construction Safety Manager will coordinate with the insurance carrier to confirm statistical information. The information collected is total man-hours, number of incidents and injuries. Additional information from audits is collected to provide "indicator or predictive" information. This information is compiled in Excel Worksheet and includes all the information provided on Attachment # 5c.

VI. Construction Safety Manager Cost Proposal

- A. Safety Solutions, Inc. has developed a fee proposal based on a "per hour per project" format and not on a rate per million in construction value. The reason for this is that past experience has shown that due to the complexity of projects it is difficult to determine based on the contract value slippage in schedule, delays

due to site conditions, or other issues that will require the Construction Safety Manager resources.

- B. Safety Solutions, Inc. has provided a "not to exceed" price in the fee proposal attachment. Safety Solutions, Inc. anticipates billing on a monthly schedule.
- C. Safety Solutions, Inc. will negotiate with the City to modify the payment terms and consider the burden placed on the City during off peak construction periods. Safety Solutions, Inc. proposes to reduce the monthly fee to cover only the basic monthly expenses for a determined period of time and then submit invoices to recoup fees excluded during this time and to resume regular scheduled payments.
- D. Safety Solutions, Inc. has listed a fee for additional or discretionary services in the fee proposal. The method for determining these fees are based on previous experience working with the City. As there is no travel expenses for these additional services the fees will be a flat rate of \$125.00 per hour. These services may include assisting the City of Austin with future contract documents, assist in the selection process of CM@R and Design Build Contractors for large City of Austin projects, assist the City of Austin in reviewing contractors' safety submittals on other projects, or any other construction safety related issues. Attachment #5 - Fee Proposal Attached.
- E. Safety Solutions, Inc. agrees with this statement.

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Tracy Franklin/42034	PM Name/Phone	Leslie Milvo/43245
Sponsor/User Dept.	Human Resources	Sponsor Name/Phone	Leslie Milvo/43245
Solicitation No	RFP 5800 TLF0302	Project Name	Construction Safety Management Svcs for ROCIP Phase VII
Contract Amount	500,00.00/yr	Ad Date (if applicable)	6/20/16
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
This is a RFP for Rolling Owner Controlled Insurance Program construction safety mgmt services.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Previously solicited under JSD0134. No goals under previous solicitation.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
91893CS (Construction Safety Consulting)			
Tracy Franklin		5/31/2016	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	6/1/2016	Date Assigned to BDC	6/1/2016
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input checked="" type="checkbox"/> Other |

If Other was selected, provide reasoning:

Construction Safety Management is a service contract. No subcontracting opportunities. Commodity code 91893CS - Construction Safety Consulting has 7 certified M/WBE companies located in the SLBP Area. These companies may bid as prime vendors.

MBE/WBE/DBE Availability

Commodity code 91893CS has 7 certified M/WBE companies located in the SLBP Area.

Subcontracting Opportunities Identified

None.

Counselor Name

SMBR Staff *Kenneth Kaku*

Signature/ Date *Cemeter Kaku 6/2/2016*

SMBR Director or Designee *[Signature]*

Date *6-3-16*

Returned to/ Date:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-189655

Date Filed:
04/08/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Safety Solutions, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 5800 PA170000036
Safety management services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Orina, Jaime	Austin, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Jaime Orina

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said _____, this the 11th day of April, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Christine Mansour
Printed name of officer administering oath

Bank Officer/Retail Manager
Title of officer administering oath